

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14.591

Agenda No. 10.A

Approved: SEP 10 2014

TITLE:



## RESOLUTION AUTHORIZING AN EMERGENCY TEMPORARY APPROPRIATION

**COUNCIL**  
**adoption of the following resolution:**

**offered and moved**

WHEREAS, it is necessary to provide an additional appropriation in the Calendar Fiscal Year 2014 temporary budget to make available the money necessary for the continuance of City services during the temporary budget period; and,

WHEREAS, no adequate provision has been made in the Calendar Fiscal Year 2014 temporary budget for the aforesaid purpose, and N.J.S.A. 40A:4-20 provides for the creation of an emergency temporary appropriation for the purpose mentioned above; and,

WHEREAS, there was an error on the temporary budget resolution on August 20, 2014 and the total should have read \$407,549,839.02; and

WHEREAS, the total temporary budget resolutions adopted in Calendar Fiscal Year 2014 pursuant to the provisions of N.J.S.A. 40A:4-19,20, including this resolution, totals **\$414,443,939.02**

NOW THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City (not less than two thirds of all members thereof affirmatively concurring) that in accordance with the aforementioned statutes;

1. An emergency temporary appropriation is hereby created for:

		FROM:	TO:
20-120	CITY CLERK OE	\$82,960	\$92,960
20-102	PURCHASING OE	\$58,750	\$72,850
20-111	RESIDENT RESPONSE CENTER	\$172,440	\$182,440
23-210	INSURANCE ALL DEPTS	\$5,220,000	\$6,420,000
25-240	POLICE OE	\$2,000,000	\$2,660,000
25-265	FIRE SW	\$45,425,709	\$50,425,709
TOTAL INCREASE			<b>\$6,894,100</b>

2. Said emergency temporary appropriation will be provided for in the Calendar Fiscal Year 2014 Municipal Budget.

APPROVED: [Signature]

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]  
Business Administrator

[Signature]  
Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9.10.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]  
Rolando R. Lavarro, Jr., President of Council

[Signature]  
Robert Byrne, City Clerk

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14.592

Agenda No. 10.B

Approved: SEP 10 2014

TITLE:



## RESOLUTION INTRODUCING AMENDMENT TO THE CALENDAR YEAR 2014 MUNICIPAL BUDGET

**COUNCIL**  
of the following resolution:

**offered and moved adoption**

**WHEREAS**, the Calendar Year 2014 Municipal Budget for the City of Jersey City was introduced and approved on March 12, 2014; and

**WHEREAS**, it is desired to amend said budget prior to adoption.

**NOW THEREFORE, Be It Resolved** by the Municipal Council of the City of Jersey City (by majority of the full membership) that the following amendments to the approved introduced Calendar Year 2014 Municipal Budget be made:

FROM: TO:  
**see attached**

**BE IT FURTHER RESOLVED**, that this amendment will be published in The Jersey Journal, and a public hearing will be held on the aforementioned amendment.

**BE IT FURTHER RESOLVED**, that two certified copies of this resolution will be filed in the office of the Director of Local Government Services for certification of the Calendar Year 2014 Municipal Budget so amended.

APPROVED: Rolando R. Lavarro, Jr., CTO

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]

Business Administrator

Corporation Counsel

Certification Required ☐

Not Required ☐

**APPROVED 9-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9.10.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMEN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]  
Rolando R. Lavarro, Jr., President of Council

[Signature]  
Robert Byrne, City Clerk

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**RESOLUTION FACT SHEET – NON-CONTRACTUAL**

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Ordinance/Resolution**

Resolution Introducing Amendment to the Calendar Year 2014 Municipal Budget

**Initiator**

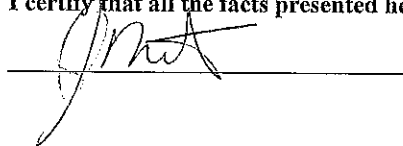
Department/Division	Administration	
Name/Title	John Metro	
Phone/email	X5042	

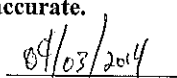
Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Resolution Purpose**

This resolution presents the amended budget amounts to be included in the 2014 Municipal Budget.

**I certify that all the facts presented herein are accurate.**





GENERAL REVENUES	FROM	TO
1. SURPLUS ANTICIPATED W/ PRIOR CONSENT OF DIRECTOR	\$ 16,250.00	\$ 13,000.00
<b>TOTAL SURPLUS ANTICIPATED</b>	<b>\$ 16,416,250.00</b>	<b>\$ 16,413,000.00</b>
<b>SECTION A: LOCAL REVENUES</b>		
ALCOHOLIC BEVERAGE LICENSES	\$ 436,000.00	\$ 511,636.00
CABLE T.V. FRANCHISE FEES	\$ 2,158,058.00	\$ 2,298,678.00
HACKENSACK MEADOWLANDS ADJUSTMENT	\$ 1,182,212.00	\$ 1,155,705.00
LOCAL SCHOOL AID	\$ 2,500,000.00	\$ 2,426,182.00
HACK (TAXICAB & OMNIBUS LICENSES)	\$ 100,973.00	\$ 152,804.00
MUNICIPAL COURT FINES	\$ 11,041,590.00	\$ 10,400,000.00
PASSAIC VALLEY SEWERAGE COMMISSION INCENTIVE	\$ -	\$ 129,963.00
<b>TOTAL SECTION A: LOCAL REVENUES</b>	<b>\$ 37,319,827.00</b>	<b>\$ 36,975,962.00</b>
<b>SECTION B: STATE AID WITHOUT OFFSETTING APPROPRIATIONS</b>		
BUILDING AID ALLOWANCES FOR SCHOOL AID	\$ 5,475,816.00	\$ 4,709,375.00
<b>TOTAL SECTION B: STATE AID WITHOUT OFFSETTING APPROPRIATIONS</b>	<b>\$ 69,336,338.00</b>	<b>\$ 68,569,897.00</b>
UNIFORM CONSTRUCTION CODE FEES	\$ 5,675,000.00	\$ 5,756,541.00
<b>SECTION F: PUBLIC &amp; PRIVATE REVENUES OFFSET WITH APPROPRIATIONS</b>		
<b>SECTION G: SPECIAL REVENUE ITEMS</b>		
RECYCLING TONNAGE	\$ -	\$ 122,179.00
JTPA-R	\$ -	\$ 4,187,710.00
FEMA- SAFER GRANT	\$ -	\$ 6,868,000.00
TOWN HALL MEETING	\$ -	\$ 500.00
COPS IN SHOPS	\$ -	\$ 3,439.00
STUYVESANT STATUE RESTORE	\$ -	\$ 4,939.00
SECOND CHANCE MAINT PROG	\$ -	\$ 310,000.00
COMM SERV BLOCK GRANT	\$ -	\$ 877,334.00
CLEAN COMMUNITIES- FORESTRY	\$ -	\$ 3,000.00
SUPERBOWL CRACKDOWN	\$ -	\$ 4,000.00
SUMMER WORKS INITIATIVE	\$ -	\$ 190,000.00
MUNICIPAL DRUG ALLIANCE	\$ 87,453.00	\$ 330,507.00
TARGET GRANT	\$ -	\$ 500.00
JC SOCCER ASSOCIATION	\$ -	\$ 5,030.00
ED BYRNE JAG	\$ -	\$ 198,505.00
CLPP PORSCHE	\$ -	\$ 22,000.00
CLEAN COMMUNITIES PROGRAM	\$ -	\$ 328,191.00
VARIOUS STREET RESURFACING	\$ -	\$ 1,073,590.00
PETSMART CHARITIES	\$ 99,900.00	\$ 99,990.00
COPS IN SHOPS (2013)	\$ -	\$ 191.00
<b>TOTAL SECTION F: PUBLIC &amp; PRIVATE REVENUES OFFSET WITH APPROPRIATIONS</b>	<b>\$ 1,794,466.00</b>	<b>\$ 16,236,718.00</b>
<b>SECTION G: SPECIAL REVENUE ITEMS</b>		
PAYMENTS IN LIEU OF TAXES (P.I.L.O.T)	FROM	TO
POLAR LOGISTICS EAST	\$ 36,079.00	\$ 98,370.00
2854 KENNEDY BLVD LLC	\$ 72,561.00	\$ 232,275.00
HOTEL AT NEWPORT UR, LLC (WESTIN)	\$ 1,027,700.00	\$ 875,861.00
TOWER OF AMERICA	\$ -	\$ 187,064.00
90 HUDSON URBAN RENEWAL	\$ 1,538,106.00	\$ 2,000,000.00
70 HUDSON STREET	\$ 1,941,623.00	\$ 1,405,372.00
MARBELLA TOWER URBAN RENEWAL ASSOCIATES	\$ 1,515,809.00	\$ 1,750,000.00
NEWPORT HOTEL ONE URBAN RENEWAL	\$ 249,487.00	\$ 364,537.00
CAVEN POINT URBAN RENEWAL	\$ 397,521.00	\$ 200,394.00
PORT AUTHORITY GLOBAL TERMINAL	\$ 2,720,060.00	\$ 1,360,030.00
LET'S CELEBRATE	\$ 46,827.00	\$ 71,016.00
FAIRMOUNT HOTEL	\$ 42,545.00	\$ 94,642.00
30 HUDSON STREET	\$ 4,741,859.00	\$ 4,580,000.00
MERCURY UR	\$ 205,000.00	\$ 297,280.00
HUDSON POINT APARTMENTS	\$ 777,424.00	\$ 1,227,022.00
BR ORPHEUM	\$ -	\$ 297,280.00
Port Liberte II	\$ 4,000,000.00	\$ 3,935,999.00
<b>TOTAL P.I.L.O.T</b>	<b>\$ 112,642,195.00</b>	<b>\$ 112,306,736.00</b>
<b>MISC. REVENUE- SECTION G: SPC REV ITEMS ANTIC W/PRIOR CONSENT OF DIR</b>		
TAXICAB MEDALLION AUCTION	\$ 250,000.00	\$ 184,000.00
ABATEMENT TRANSFER FEE	\$ -	\$ 3,100,000.00
SALE OF MUNICIPAL PROPERTY - LAND SALES	\$ 8,250,000.00	\$ 5,038,500.00
JCPA DEBT SERVICE PAYMENT	\$ -	\$ 341,372.00
BAB'S FEDERAL CREDIT	\$ -	\$ 1,539,543.00
RZEDB'S FEDERAL CREDIT	\$ -	\$ 177,297.00



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TOTAL SECT G: SPC REV ITEMS ANTIC W/PRIOR CONSENT OF DIR	\$	140,973,495.00	\$	142,449,363.00
	FROM		TO	
SUMMARY OF REVENUES				
2. SURPLUS ANTICIPATED W/ PRIOR CONSENT OF DIRECTOR	\$	16,250.00	\$	13,000.00
3. MISCELLANEOUS REVENUES:				
TOTAL SECTION A: LOCAL REVENUES	\$	37,319,827.00	\$	36,975,962.00
TOTAL SECTION B: STATE AID W/O OFFSETTING APPROPRIATIONS	\$	69,336,338.00	\$	68,569,897.00
TOTAL SECTION C: DEDICATED UNIFORM CONSTRUCTION WITH APPROP	\$	5,675,000.00	\$	5,756,541.00
TOTAL SECTION F: SPECIAL ITEMS- PUBLIC & PRIVATE REVENUES	\$	1,794,466.00	\$	16,236,718.00
TOTAL SECTION G: SPECIAL ITEMS- OTHER SPECIAL ITEMS	\$	140,973,495.00	\$	142,458,748.00
TOTAL - MISCELLANEOUS REVENUES	\$	255,099,126.00	\$	269,997,866.00
4. RECEIPTS FROM DELINQUENT TAXES	\$	725,000.00	\$	851,494.00
SUBTOTAL GENERAL REVENUES	\$	272,240,376.00	\$	287,262,360.00
(a) LOCAL TAX INCL. RESERVE FOR UNCOLLECTED TAXES	\$	217,474,339.00	\$	217,414,170.00
(b) ADDITION TO LOCAL DISTRICT SCHOOL TAX	\$	5,007,991.00	\$	5,774,432.00
TOTAL AMOUNT TO BE RAISED BY TAXES	\$	228,672,515.00	\$	229,378,787.00
TOTAL GENERAL REVENUES	\$	500,912,891.00	\$	516,641,147.00
GENERAL APPROPRIATIONS				
OPERATIONS WITHIN "CAPS"				
PURCHASING				
PURCHASING: SALARIES & WAGES	\$	644,077.00	\$	654,077.00
TOTAL PURCHASING	\$	644,077.00	\$	654,077.00
COMMUNICATIONS				
COMMUNICATIONS: SALARIES & WAGES	\$	416,046.00	\$	476,046.00
TOTAL COMMUNICATIONS	\$	416,046.00	\$	476,046.00
MUNICIPAL COURT				
MUNICIPAL COURT: SALARIES & WAGES	\$	3,715,946.00	\$	3,415,946.00
TOTAL MUNICIPAL COURT	\$	3,715,946.00	\$	3,415,946.00
POLICE				
POLICE: SALARIES & WAGES	\$	98,805,578.00	\$	100,820,578.00
POLICE: OTHER EXPENSES	\$	3,127,922.00	\$	3,412,922.00
TOTAL POLICE	\$	98,805,578.00	\$	100,820,578.00
PUBLIC SAFETY DIRECTOR'S OFFICE				
PUBLIC SAFETY DIRECTOR'S OFFICE: SALARIES & WAGES	\$	1,192,077.00	\$	1,042,077.00
TOTAL PUBLIC SAFETY DIRECTOR'S OFFICE	\$	1,192,077.00	\$	1,042,077.00
CITY CLERK				
CITY CLERK: SALARIES & WAGES	\$	843,538.00	\$	858,538.00
TOTAL CITY CLERK	\$	843,538.00	\$	858,538.00
MAYOR'S OFFICE				
MAYOR'S OFFICE: SALARIES & WAGES	\$	1,301,750.00	\$	1,201,750.00
MAYOR'S OFFICE: OTHER EXPENSES	\$	30,500.00	\$	40,500.00
TOTAL MAYOR'S OFFICE	\$	1,332,250.00	\$	1,242,250.00
ARCHITECTURE & ENGINEERING (DPW)				
ARCHITECTURE & ENGINEERING: SALARIES & WAGES	\$	2,185,279.00	\$	1,376,900.00
ARCHITECTURE & ENGINEERING: OTHER EXPENSES	\$	1,738,500.00	\$	51,935.00
TOTAL ARCHITECTURE & ENGINEERING	\$	2,185,279.00	\$	1,376,900.00
ARCHITECTURE & ENGINEERING (ADMIN)				
ARCHITECTURE & ENGINEERING: SALARIES & WAGES	\$	-	\$	700,000.00
ARCHITECTURE & ENGINEERING: OTHER EXPENSES	\$	-	\$	1,686,565.00
TOTAL ARCHITECTURE & ENGINEERING	\$	-	\$	2,386,565.00
HEALTH AND HUMAN SERVICES				
DIRECTOR'S OFFICE: OTHER EXPENSES	\$	96,205.00	\$	133,517.00
PARK MAINTENANCE				
PARK MAINTENANCE: SALARIES & WAGES	\$	2,462,554.00	\$	2,562,554.00
TOTAL PARK MAINTENANCE	\$	2,462,554.00	\$	2,562,554.00
AUTOMOTIVE SERVICES				
AUTOMOTIVE SERVICES: SALARIES & WAGES	\$	1,018,029.00	\$	1,143,029.00
TOTAL AUTOMOTIVE SERVICES	\$	1,018,029.00	\$	1,143,029.00
DIVISION OF HEALTH				
DIVISION OF HEALTH: SALARIES & WAGES	\$	2,393,624.00	\$	2,243,624.00
DIVISION OF HEALTH: OTHER EXPENSES	\$	631,640.00	\$	651,640.00
TOTAL DIVISION OF HEALTH	\$	2,393,624.00	\$	2,243,624.00

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DEPARTMENT OF RECREATION			
DEPARTMENT OF RECREATION: SALARIES & WAGES	\$	2,899,000.00	\$ 3,178,963.00
TOTAL DEPARTMENT OF RECREATION	\$	2,899,000.00	\$ 3,178,963.00
MANAGEMENT & BUDGET			
MANAGEMENT & BUDGET: SALARIES & WAGES	\$	414,878.00	\$ 440,376.00
TOTAL MANAGEMENT & BUDGET	\$	414,878.00	\$ 440,376.00
RESIDENT RESPONSE CENTER			
RESIDENT RESPONSE CENTER: SALARIES & WAGES	\$	1,356,663.00	\$ 1,256,663.00
TOTAL RESIDENT RESPONSE CENTER	\$	1,356,663.00	\$ 1,256,663.00
INFORMATION TECHNOLOGY			
INFORMATION TECHNOLOGY: SALARIES & WAGES	\$	912,504.00	\$ 952,504.00
TOTAL INFORMATION TECHNOLOGY	\$	912,504.00	\$ 952,504.00
COLLECTIONS			
COLLECTIONS: SALARIES & WAGES	\$	1,020,778.00	\$ 895,778.00
TOTAL COLLECTIONS	\$	1,020,778.00	\$ 895,778.00
DEPARTMENT OF PUBLIC WORKS			
DIRECTOR'S OFFICE: SALARIES & WAGES	\$	736,486.00	\$ 916,486.00
DIRECTOR'S OFFICE: OTHER EXPENSES	\$	117,500.00	\$ 197,500.00
TOTAL DEPARTMENT OF PUBLIC WORKS	\$	853,986.00	\$ 1,113,986.00
CONSTRUCTION CODE OFFICIAL			
CONSTRUCTION CODE OFFICIAL: SALARIES & WAGES	\$	2,004,448.00	\$ 1,854,448.00
TOTAL CONSTRUCTION CODE OFFICIAL	\$	2,004,448.00	\$ 1,854,448.00
HUMAN RESOURCES 20-108			
HUMAN RESOURCES: SALARIES & WAGES	\$	1,094,208.00	\$ 508,267.00
HUMAN RESOURCES: OTHER EXPENSES	\$	236,800.00	\$ 66,935.00
TOTAL HUMAN RESOURCES	\$	1,331,008.00	\$ 575,202.00
HUMAN RESOURCES DIRECTOR'S OFFICE			
HUMAN RESOURCES DIRECTOR'S OFFICE: SALARIES & WAGES	\$	-	\$ 120,000.00
HUMAN RESOURCES DIRECTOR'S OFFICE: OTHER EXPENSES	\$	-	\$ 153,045.00
TOTAL HUMAN RESOURCES DIRECTOR'S OFFICE	\$	-	\$ 273,045.00
WORKFORCE MANAGEMENT			
WORKFORCE MANAGEMENT: SALARIES & WAGES	\$	-	\$ 175,000.00
WORKFORCE MANAGEMENT: OTHER EXPENSES	\$	-	\$ 7,100.00
TOTAL WORKFORCE MANAGEMENT	\$	-	\$ 182,100.00
HEALTH BENEFITS			
HEALTH BENEFITS: SALARIES & WAGES	\$	-	\$ 70,000.00
HEALTH BENEFITS: OTHER EXPENSES	\$	-	\$ 1,500.00
TOTAL HEALTH BENEFITS	\$	-	\$ 71,500.00
PENSION			
PENSION: SALARIES & WAGES	\$	-	\$ 135,000.00
PENSION: OTHER EXPENSES	\$	-	\$ 3,000.00
TOTAL PENSION	\$	-	\$ 138,000.00
PAYROLL			
PAYROLL: SALARIES & WAGES	\$	-	\$ 245,000.00
PAYROLL: OTHER EXPENSES	\$	-	\$ 5,220.00
TOTAL PAYROLL	\$	-	\$ 250,220.00
EMPLOYEE GROUP HEALTH INSURANCE	\$	71,706,000.00	\$ 74,181,488.00
PROFESSIONAL AFFILIATIONS	\$	20,000.00	\$ 21,000.00
SALARY ADJUSTMENT	\$	300,000.00	\$ 800,000.00
TOTAL OPERATIONS WITHIN CAPS	\$	355,021,512.00	\$ 358,268,784.00
TOTAL OPERATIONS INCL. CONTINGENT WITHIN CAPS			
DETAIL:			
SALARIES & WAGES	\$	207,072,447.00	\$ 206,798,588.00
OTHER EXPENSES (INCLUDING CONTINGENT)	\$	147,949,065.00	\$ 151,470,196.00
(E) DEFERRED CHARGES & STATUTORY EXPENDITURES WITHIN "CAPS"			
1. DEFERRED CHARGES			
PRIOR YEARS BILLS	\$	1,925.00	\$ 58,172.00
SUBTOTAL - DEFERRED CHARGES	\$	1,925.00	\$ 58,172.00
ACCUMULATED ABSENCES	\$	2,000,000.00	\$ -
2. STATUTORY EXPENDITURES			

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Police/Fire Retirement System NJ	\$	36,134,966.00	\$	33,941,159.00
PUBLIC EMPLOYEES' RETIREMENT SYSTEM (PERS)	\$	2,358,280.00	\$	2,157,151.00
SUBTOTAL STATUTORY EXPENDITURES	\$	52,332,386.00	\$	49,937,450.00
TOTAL DEFERRED CHARGES & STATUTORY EXPENDITURES WITHIN CAPS	\$	52,334,311.00	\$	49,983,291.00
(H-1) TOTAL GENERAL APPROPRIATIONS WITHIN CAPS	\$	407,355,823.00	\$	408,252,075.00
(A.) OPERATIONS-EXCLUDED "CAPS"				
FREE PUBLIC LIBRARY (PL 1985,c 82)	\$	8,050,000.00	\$	8,075,000.00
PUBLIC & PRIVATE PROGRAMS OFFSET BY REVENUES: EXCLUDED CAPS				
RECYCLING TONNAGE	\$	-	\$	122,179.00
JTPA-R	\$	-	\$	4,187,710.00
FEMA- SAFER GRANT	\$	-	\$	6,868,000.00
TOWN HALL MEETING	\$	-	\$	500.00
COPS IN SHOPS	\$	-	\$	3,439.00
STUYVESANT STATUE RESTORE	\$	-	\$	4,939.00
SECOND CHANCE MAINT PROG	\$	-	\$	310,000.00
COMM SERV BLOCK GRANT	\$	-	\$	877,334.00
CLEAN COMMUNITIES- FORESTRY	\$	-	\$	6,000.00
SUPERBOWL CRACKDOWN	\$	-	\$	4,000.00
SUMMER WORKS INITIATIVE	\$	-	\$	190,000.00
MUNICIPAL DRUG ALLIANCE	\$	116,604.00	\$	413,134.00
TARGET GRANT	\$	-	\$	500.00
JC SOCCER ASSOCIATION	\$	-	\$	5,030.00
ED BYRNE JAG	\$	-	\$	198,505.00
CLPP PORSCHE	\$	-	\$	22,000.00
CLEAN COMMUNITIES PROGRAM	\$	-	\$	328,191.00
VARIOUS STREET RESURFACING	\$	-	\$	1,073,590.00
COPS IN SHOPS (2013)	\$	-	\$	191.00
TOTAL - PUBLIC & PRIVATE PROGRAMS	\$	2,172,039.00	\$	16,670,677.00
TOTAL OPERATIONS - EXCLUDED "CAPS"	\$	11,300,722.00	\$	27,724,360.00
DETAIL:				
OTHER EXPENSES	\$	11,300,722.00	\$	27,724,360.00
(H-2) TOTAL GENERAL APPROPRIATIONS EXCLUDED FROM "CAPS"	\$	81,534,890.00	\$	96,058,528.00
LOCAL DISTRICT SCHOOL PURPOSES EXCLUDED FROM CAPS	\$	10,483,807.00	\$	10,483,807.00
(O) TOTAL GENERAL APPROPRIATIONS EXCLUDED FROM "CAPS"	\$	92,018,697.00	\$	106,542,335.00
(L) SUBTOTAL GENERAL APPROPRIATIONS (H1) & (O)	\$	499,374,520.00	\$	514,794,410.00
RESERVE FOR UNCOLLECTED TAXES	\$	1,538,371.00	\$	1,846,737.00
TOTAL GENERAL APPROPRIATIONS	\$	500,912,891.00	\$	516,641,146.86
SUMMARY OF APPROPRIATIONS	FROM		TO	
OPERATIONS WITHIN CAPS, INCLUDING CONTINGENT	\$	335,021,512.00	\$	358,268,784.00
STATUTORY EXPENDITURES	\$	52,332,386.00	\$	49,937,450.00
PUBLIC & PRIVATE REVENUES OFFSET BY APPROPRIATIONS	\$	2,172,039.00	\$	16,670,677.00
OPERATIONS EXCLUDED FROM CAPS	\$	11,300,722.00	\$	27,724,360.00
MUNICIPAL DEBT SERVICE	\$	59,851,168.00	\$	59,851,168.00
TOTAL DEFERRED CHARGES	\$	9,383,000.00	\$	7,528,841.00
RESERVE FOR UNCOLLECTED TAXES	\$	1,538,371.00	\$	1,846,736.86
TOTAL GENERAL APPROPRIATIONS	\$	500,912,891.00	\$	516,641,146.86

# Resolution of the City of Jersey City, N.J.

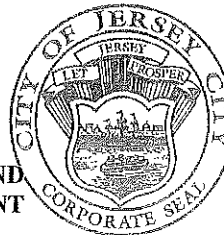
City Clerk File No. Res. 14.593

Agenda No. 10.C

Approved: SEP 10 2014

TITLE:

**RESOLUTION AUTHORIZING THE CANCELLATION AND  
REALLOCATION OF CERTAIN UNEXPENDED UEZ GRANT  
FUNDS**



**COUNCIL**  
of the following resolution:

**offered and moved adoption**

**WHEREAS**, the Municipal Council of the City of Jersey City authorized the appropriation of Urban Enterprise Zone ("UEZ") funds for certain projects; and

**WHEREAS**, these projects have been completed and the funds have been received from the State of New Jersey UEZ; and

**WHEREAS**, the City would like the balances remaining from certain projects totaling \$200,000 to be cancelled and reallocated to the UEZ India Arches Project; and

**WHEREAS**, the Chief Financial Officer has determined that said appropriations are available to be reallocated.

**NOW THEREFORE BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that the balances listed in the following accounts totaling \$200,000 will be cancelled and the total amount of **\$200,000** will be reallocated to the **UEZ India Arches Project**:

UEZ Junction Streetscape Project	\$141,225
UEZ Gateway Beautification Maintenance Project	\$ 36,812
UEZ JCEDC Marketing	\$ 16,680
UEZ Customer Service Skills Center	<u>\$ 5,283</u>

**Total amount to be cancelled and reallocated: \$200,000**

APPROVED: Rolando R. Lavarro, CTO

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]

Business Administrator

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9.10.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

**RESOLUTION FACT SHEET – NON-CONTRACTUAL**

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Ordinance/Resolution**

Resolution Authorizing the Cancellation and Reallocation of Certain Unexpended UEZ Grant Funds

**Initiator**

Department/Division	Administration	Budget
Name/Title	Donna Mauer	CFO
Phone/email	201-547-4964	DonnaM@jcj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Resolution Purpose**

Balances remaining from certain projects to be cancelled and reallocated to UEZ India Arches Project.

I certify that all the facts presented herein are accurate.



September 2, 2014

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14.594

Agenda No. 10.D

Approved: SEP 10 2014

TITLE:



**RESOLUTION AUTHORIZING THE WAIVER OF THE TWENTY (20) DAY WAITING PERIOD FOR ORDINANCE 14.094. AN ORDINANCE SUPPLEMENTING CHAPTER 332 (VEHICLES AND TRAFFIC) ARTICLE III (PARKING, STANDING AND STOPPING) AMENDING SECTION 332-22 (PARKING PROHIBITED AT ALL TIMES) OF THE JERSEY CITY CODE DESIGNATING NO PARKING ANY TIME IN FRONT OF ALARIS, 330 NINTH STREET.**

**Council as a Whole**, offered and moved adoption of the following resolution:

**Whereas**, at its meeting of September 10, 2014 at 6:00 p.m., the Municipal Council adopted Ordinance 14.094; and

**Whereas**, N.J.S.A. 40:69A-181(b) provides for the twenty (20) day period prior to the effective date of an ordinance after adoption unless the Municipal Council by resolution, declares an emergency; and

**Whereas**, it is necessary that this ordinance become effective immediately because a dangerous situation exists and it is necessary for the ordinance to become effective immediately.

**Now, Therefore, Be it Resolved**, by the Municipal Council of the City of Jersey City that:

- (1) an emergency is hereby declared for the reason set forth herein; and
- (2) pursuant to N.J.S.A. 40:69A-181(b) the twenty (20) day waiting period prior to the effective date of Ordinance 14.094 is hereby waived so that this Ordinance is effective immediately.

APPROVED: \_\_\_\_\_

APPROVED: \_\_\_\_\_

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9.10.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14.595

Agenda No. 10.E

Approved: SEP 10 2014

TITLE:



## CANCELLATION OF LOT CLEANING CHARGES ON BLOCK 18401 LOT 6 ALSO KNOWN AS 35 LEXINGTON AVENUE

COUNCIL OFFERED, AND MOVED ADOPTION  
OF THE FOLLOWING RESOLUTION:

**WHEREAS**, the Jersey City Incinerator Authority certified lot cleaning charges to the Tax Collector's Office for Block 18401 Lot 6 in the amount of \$ 598.40 on May 6, 2014, and the work was completed by the Incinerator Authority on March 24, 2013; and

**WHEREAS**, the Tax Collector's office posted the charges on May 8, 2014; and

**WHEREAS**, the Jersey City Incinerator Authority requests the Jersey City Tax Collector's Office to cancel the lot cleaning charges on Block 18401 Lot 6 in the amount of \$598.40, because the property was sold and the new owner of record was never notified of the work done on the property; and

**NOW THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City, that the lot cleaning charges on Block 18401 Lot 6 be canceled in the amount of \$ 598.40.

APPROVED: \_\_\_\_\_

APPROVED: \_\_\_\_\_

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9.10.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

**RESOLUTION FACT SHEET – NON-CONTRACTUAL**

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Ordinance/Resolution**

CANCELLATION OF LOT CLEANING CHARGES ON BLOCK 18401 LOT 6 ALSO KNOWN AS 35 LEXINGTON AVENUE

**Initiator**

Department/Division	Administration	Tax Collection
Name/Title	Maureen Cosgrove	Tax Collector
Phone/email	5120	Maureen@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Resolution Purpose**

The purpose of this resolution is to remove the certified lot cleaning charges of \$ 598.40 as requested from the Jersey City Incinerator Authority.

I certify that all the facts presented herein are accurate.

  
Signature of Department Director

  
Date



**JERSEY CITY INCINERATOR AUTHORITY  
501 ROUTE 440  
JERSEY CITY, NEW JERSEY 07305  
TELEPHONE: 201-432-4645  
FAX: 201-432-9530**

**August 12, 2014**

**Maureen Cosgrove  
City of Jersey City  
Tax Collector  
280 Grove St.  
Jersey City, NJ 07302**

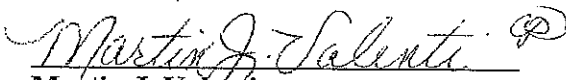
**RE: 35 Lexington Ave, Jersey City, NJ 07304  
Block: 18401 Lot: 6**

**Dear Maureen:**

**Please remove the lot cleaning lien in the amount of \$598.40 for the above referenced property location. During the time of clean up a title change occurred.**

**If you need any further information please feel free to contact me at (201-432-4645 ext. 676.**

**Respectfully,**

  
**Martin J. Valenti,  
Dept of Environmental Compliance**

**MJV/cp**

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14.596

Agenda No. 10.F

Approved: SEP 10 2014

TITLE:



## RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING THE PLANNING BOARD TO CONDUCT A PRELIMINARY INVESTIGATION OF CONDITIONS OF THE GARFIELD AVENUE STUDY AREA FOR DETERMINATION AS AN AREA IN NEED OF REDEVELOPMENT OR REHABILITATION

**WHEREAS**, pursuant to NJSA 40A:12A-6.a., the Municipal Council, by Resolution, may authorize the Planning Board to undertake a preliminary investigation to determine whether an area is, or is not, an "area in need of redevelopment", as defined by NJSA 40A:12A-3, or "an area in need of rehabilitation", as defined by NJSA 40A:12A-14.; and



**WHEREAS**, pursuant to NJSA 40A:12A-6.a., such determination shall be made after public notice and public hearing of the Planning Board as provided by NJSA 40A:12A-6.b.; and


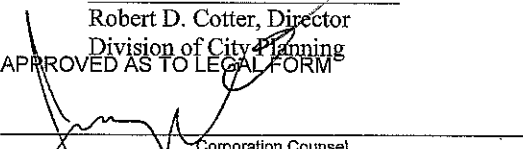
**WHEREAS**, pursuant to NJSA 40A:12A-7.f, the Municipal Council may direct the Planning Board to prepare a redevelopment plan for the adoption by the City Council; and

**WHEREAS**, the study area contains vacant land, dilapidated and obsolete structures, and appears to exhibit the characteristics qualifying as an area in need of redevelopment or rehabilitation; and

**WHEREAS**, the study area is consistent with the attached map labeled "Garfield Avenue Study Area Boundary Map" dated August 1, 2014; and

**NOW, THEREFORE BE IT RESOLVED** by the Municipal Council of the City of Jersey City, that the Planning Board be and hereby is authorized to conduct a preliminary investigation into conditions of the above referenced properties to determine if said study area qualifies as an "area in need of redevelopment" or an "area in need of rehabilitation" as a "Non-Condensation Redevelopment Area" without the authorization to use Eminent Domain, and if the requisite conditions are determined to exist, to review and recommend to the Municipal Council a Redevelopment Plan, which shall include the said property within the Plan and possibly incorporate adjacent property from adjacent redevelopment plan areas.

APPROVED:   
APPROVED:   
Business Administrator

  
Robert D. Cotter, Director  
Division of City Planning  
APPROVED AS TO LEGAL FORM  
  
Corporation Counsel

Certification Required ☐

Not Required ☐

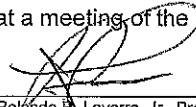
APPROVED 9-0

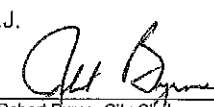
RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9-10-14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

  
Rolando R. Lavarro, Jr., President of Council

  
Robert Byrne, City Clerk

**RESOLUTION FACT SHEET****1. Full Title of Resolution:**

**RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING THE PLANNING BOARD TO CONDUCT A PRELIMINARY INVESTIGATION OF CONDITIONS OF THE GARFIELD AVENUE STUDY AREA FOR DETERMINATION AS AN AREA IN NEED OF REDEVELOPMENT OR REHABILITATION**

**2. Name and Title of Person Initiating the Resolution:**

Anthony Cruz, Director, Department of Housing, Economic Development and Commerce

**3. Concise Description of the Plan Proposed in the Resolution:**

Authorizes the Planning Board to undertake a study to determine whether the Study Area meets the statutory criteria of an "area in need of redevelopment" or an "area in need of rehabilitation" warranting the adoption of a redevelopment plan for the area.

**4. Reasons for the Proposed Plan:**

This resolution authorizes the planning Board to study the area between Arlington Avenue to the north, Commercial Street (paper street) to the south, Wilkinson Avenue to the east, and fronting on Marcus Street to the west, consistent with the attached map labeled "Garfield Avenue Study Area Boundary Map" dated August 1, 2014. The study area contains vacant land, dilapidated and obsolete structures, and appears to exhibit the characteristics qualifying as an area in need of redevelopment. If the requisite conditions are determined to exist, it allows for the review and recommendation to the Municipal Council a proposed Redevelopment Plan, which shall include the said property within the Plan.

**5. Anticipated Benefits to the Community:**

The continued existence of these lands in their vacant and underutilized condition is a detriment to the community. Through the powers of the redevelopment statutes, a unified redevelopment of these blocks can be supported.

**6. Cost of Proposed Program, Project, etc.:** \$0.00, all work done in house

**7. Date Proposed Program or Project will commence:** Upon Adoption

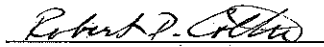
**8. Anticipated Completion Date:** N/A

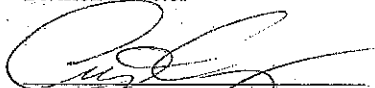
**9. Person Responsible for Coordinating Proposed Program, Project, etc.:**

Robert D. Cotter, Director, City Planning	547-5050
Kristin J. Russell, Senior Planner	547-5010

**10. Additional Comments:** None

I Certify that all the Facts Presented Herein are Accurate.

  
Division Director

  
Department Director Signature

Aug 6, 2014  
Date

8/11/14  
Date



**GARFIELD AVENUE STUDY AREA  
BOUNDARY MAP**

August 1, 2014



30 Montgomery Street Suite 1400  
Jersey City, NJ 07302-3821  
Phone: 201.547.5010  
Fax: 201.547.4323

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14,597

Agenda No. 10.6

Approved: SEP 10 2014



**TITLE: RESOLUTION AUTHORIZING THE SIGNING OF A LETTER OF INTENT BETWEEN THE CORDISH COMPANIES, THE JERSEY CITY REDEVELOPMENT AGENCY AND THE CITY OF JERSEY CITY AS RELATES TO THE REHABILITATION AND REDEVELOPMENT OF THE HUDSON & MANHATTAN RAILROAD POWERHOUSE LOCATED IN THE POWERHOUSE ARTS DISTRICT REDEVELOPMENT AREA**

## COUNCIL

following Resolution:

offered and moved adoption of the

**WHEREAS**, the City of Jersey City (the "City") and the Jersey City Redevelopment Agency (the "JCRA"), with the Port Authority of New York and New Jersey (the "Port Authority") own the property known as the Hudson & Manhattan Railroad Powerhouse (the "Powerhouse") located on block 11609 of the City's tax map; and

**WHEREAS**, the City and the JCRA are contemplating entering into a redevelopment agreement with an affiliate of The Cordish Companies ("Cordish") pursuant to which the City would lease the Powerhouse to Cordish and Cordish would cause the project involving the Powerhouse to be developed; and

**WHEREAS**, it is presently contemplated that the first two floors of the existing Powerhouse will primarily contain retail and restaurant space, the top three floors of the existing Powerhouse will primarily contain office space and the expansion of the Powerhouse will contain retail space, approximately 200 parking spaces and approximately 370 residential units in a 40 story tower; and

**WHEREAS**, due to the passage of time, the parties find it appropriate to execute a Letter of Intent amongst Cordish, the City and the JCRA further detailing the contemplated investigations, stabilization of the Powerhouse and financing methods, among other things, which items will be incorporated into a redevelopment agreement; and

**WHEREAS**, the Board of Commissioners of the JCRA passed resolution 14-08 24 authorizing the Chairman, Vice Chairman or Secretary of JCRA to sign the Letter of Intent;

**NOW, THEREFORE, BE IT RESOLVED** by the Municipal Council of the City of Jersey City, that:

1. The Mayor or Business Administrator is authorized to sign a Letter of Intent with Cordish and the JCRA regarding the redevelopment of the Powerhouse.
2. Subject to such modification as may be required or deemed necessary or appropriate by Corporation Counsel, the Letter of Intent shall be in substantially the form of the agreement attached hereto.

APPROVED: \_\_\_\_\_

APPROVED: \_\_\_\_\_

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9.10.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

**RESOLUTION FACT SHEET – NON-CONTRACTUAL**

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Ordinance/Resolution**

RESOLUTION AUTHORIZING THE SIGNING OF A LETTER OF INTENT BETWEEN THE CORDISH COMPANIES, THE JERSEY CITY REDEVELOPMENT AGENCY AND THE CITY OF JERSEY CITY AS RELATES TO THE REHABILITATION AND REDEVELOPMENT OF THE HUDSON & MANHATTAN RAILROAD POWERHOUSE LOCATED IN THE POWERHOUSE ARTS DISTRICT REDEVELOPMENT AREA

**Initiator**

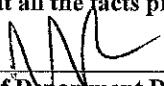
Department/Division	Mayor's Office	
Name/Title	Bob Sommer	Senior Advisor to Mayor
Phone/email	(201) 547-5200	rsommer@jenj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Resolution Purpose**

Authorization for the Mayor or Business Administrator to sign a "Letter of Intent" with the Jersey City Redevelopment Agency and the Cordish Companies to address the redevelopment and rehabilitation of the Hudson & Manhattan Railroad Powerhouse located on block 11609 of the City's tax map.

I certify that all the facts presented herein are accurate.

  
Signature of Department Director

  
Date

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING EXECUTION OF A LETTER OF INTENT WITH THE CORDISH COMPANIES AS RELATES TO THE JERSEY CITY POWERHOUSE LOCATED WITHIN THE POWERHOUSE ARTS DISTRICT REDEVELOPMENT AREA**

**WHEREAS**, the Jersey City Redevelopment Agency Board of Commissioners has designated the Cordish Companies for a mixed use development project located at Block 11609, Lots 1 and 2 (the Jersey City Powerhouse) within the Powerhouse Arts District Redevelopment Area; and

**WHEREAS**, said designation has been extended from time to time; and

**WHEREAS**, the Agency entered into a Memorandum of Agreement with the Cordish Companies in September 2006 for the purpose of conducting various pre-development activities and negotiations relating to the Powerhouse; and

**WHEREAS**, due to the passage of time the parties find it appropriate to execute a Letter of Intent amongst the Cordish Companies, the City of Jersey City and the Jersey City Redevelopment Agency further detailing 1) investigations; 2) stabilization of the Powerhouse; 3) financing methods among other things which items will be incorporated into a Redevelopment Agreement.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Commissioners of the Jersey City Redevelopment Agency that: the above recitations are incorporated herein as if set forth at length; authorization to execute a Letter of Intent with the Cordish Companies, City of

Jersey City and the Jersey City Redevelopment Agency in substantially the form attached hereto is granted.

**BE IT FURTHER RESOLVED**, that the Chairman, Vice Chairman and/or Secretary are hereby authorized to execute any and all documents necessary to effectuate this Resolution subject to the review and approval of the Agency's General Counsel.

*Christy L. Faria*  
Secretary

**Certified to be a true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at their Regular Meeting of August 19, 2014.**

<b>RECORD OF COMMISSIONERS VOTE</b>				
<b>NAME</b>	<b>AYE</b>	<b>NAY</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
Diane Coleman	✓			
Evelyn Farmer	✓			
Erma Greene	✓			
Rolando R. Lavarro, Jr.	✓			
Timothy N. Mansour	✓			
John D. Petkanas				✓
Russell Verducci				✓



**THE CORDISH COMPANIES  
601 EAST PRATT STREET, SIXTH FLOOR  
BALTIMORE, MARYLAND 21202**

August 11, 2014

City of Jersey City  
280 Grove Street  
Jersey City, New Jersey 07302  
Attention: Bob Sommer

Jersey City Redevelopment Agency  
30 Montgomery Street - 9<sup>th</sup> Floor  
Jersey City, New Jersey 07302  
Attention: Christopher Fiore, Assistant Executive Director

**RE:   Redevelopment of Hudson & Manhattan Rail Road Powerhouse.  
      Jersey City, New Jersey**

**Gentlemen:**

The Cordish Companies and its affiliates have substantial experience in redeveloping historic urban properties into world class mixed-use destinations. The City of Jersey City (the "City") and the Jersey City Redevelopment Agency (the "Agency", the City and the Agency are herein collectively called, the "City Group"), with the Port Authority of New York and New Jersey (the "Port Authority") own the above referenced property (the "Powerhouse"). The City Group and the Developer entered into an exclusive negotiating agreement concerning the redevelopment of the Powerhouse. The City Group has been prevented from moving forward with the redevelopment of the Powerhouse by the Port Authority's partial ownership interest in the Powerhouse and the location of a Port Authority power facility within a portion of the Powerhouse. The City Group now believes that the Port Authority is willing to demolish and remediate its power facility and to convey its partial ownership interest in the Powerhouse to the City which would enable the redevelopment of the Powerhouse to proceed. As a result, the City Group is contemplating entering into a redevelopment agreement (the "RDA") with an affiliate of The Cordish Companies ("Cordish") pursuant to which the City would lease the Powerhouse to Cordish and Cordish would cause the Project (as that term is hereinafter defined) to be developed and Cordish is interested in entering into such an RDA.

The purpose of this letter of intent is to outline the general terms and conditions that the parties have been discussing regarding the proposed RDA in order to provide a basis for the preparation of the initial draft of the RDA. If the parties successfully negotiate, execute and deliver the proposed RDA, it shall incorporate the following:

1.   **Project:** means the redevelopment and expansion of the Powerhouse as a retail, restaurant, office, parking and residential project. The Project will be constructed to a quality standard equal to or greater than other Cordish developments such as The Power Plant, in Baltimore, Maryland and Kansas City Power and Light District, in Kansas City, Missouri. It is presently contemplated that the first two floors of the existing Powerhouse will primarily contain retail and restaurant space, the top three

# THE CORDISH COMPANIES

City of Jersey City

Jersey City Redevelopment Agency

August 11, 2014

Page 2

floors of the existing Powerhouse will primarily contain office space and the expansion of the Powerhouse will contain retail space, approximately 200 parking spaces and approximately 370 residential units in a 40 story tower. Attached hereto is a preliminary study of the Project, dated May 24, 2013. The Project may require an amendment to the City's redevelopment Plan. If the parties enter into the proposed RDA, the City Group, with the cooperation of Cordish (which cooperation will include providing the necessary plans), will use reasonable efforts to cause such amendment to be enacted.

2. **Investigation Phase:** If the parties enter into the proposed RDA, it shall provide that Cordish, on behalf of the City, and with the City Group's cooperation and at the City's expense, will cause plans and studies to be undertaken and completed for the Stabilization and Remediation Phase. Plans for the Stabilization and Remediation Phase shall be subject to the review and approval of Cordish and the City Group, which approvals shall not be unreasonably withheld. It is contemplated that the Investigation Phase will last six (6) months. The RDA will set forth the time frame, budget and scope of services for the Investigation Phase and the City Group will have the option of extending such time frame in accordance with the terms of the RDA so long as it is diligently pursuing the below described agreement with the Port Authority and the City has otherwise complied with its obligations under the RDA. The RDA will also generally describe the tasks to be undertaken and/or overseen by Cordish during the Investigation Phase. The preliminary budget for the Investigation Phase is anticipated to be \$1,000,000. The RDA will contain a provision to address cost overruns during the Investigative Phase. The RDA will contain a budget for the Investigation Phase. Cordish will not charge any fees for managing and overseeing the Investigation Phase, however, the reasonable cost of on-site personnel will be reimbursed by the City. During the Investigation Phase, it is contemplated that Cordish will engage third party consultants, engineers and architects to prepare environmental remediation plans, specifications and studies and building stabilization plans, specifications and studies. It is also contemplated that during the Investigation Phase Cordish and the City Group will meet regularly and work in good faith on such plans and studies. During the Investigation Phase, the City will use reasonable efforts to enter into an agreement with the Port Authority that is in a form and substance reasonably acceptable to Cordish and the City Group that obligates the Port Authority to timely demolish and remediate its existing power facility and to convey its ownership interest in the Powerhouse to the City during the Stabilization and Remediation Phase.

3. **Stabilization and Remediation Phase:** Upon completion of the Investigation Phase and issuance of applicable permits, Cordish, on behalf of the City at the City's expense will, subject to the provisions of Section 8 of this letter of intent and any other conditions that may be included in the RDA: (a) cause the remediation of all environmental issues associated with the Property; and (b) cause the Powerhouse to be structurally sound and water tight, in accordance with plans and specifications approved by Cordish and the City Group (which approval by the City Group shall not be unreasonably withheld pursuant to a procedure to be set forth in the RDA), which work will include stabilizing the exterior walls, installing new windows and replacing the roof of the Powerhouse. The actual budget for such work and the scope of such work shall be developed during the Investigative Phase pursuant to a procedure to be set forth in the RDA. In the event that the actual budget for the Stabilization and Remediation Phase exceeds such budget, the parties will in good faith attempt to reduce such budget or find alternative sources of third party funding. If such efforts are not fully successful, either party will have the right, prior to commencement of construction, to elect to fund the remaining excess amount. If no party elects to fund the remaining excess amount, either party would have the right to terminate the RDA prior to commencement of construction. It is contemplated that the Stabilization and Remediation

# **THE CORDISH COMPANIES**

City of Jersey City

Jersey City Redevelopment Agency

August 11, 2014

Page 3

Phase will last approximately one (1) year, subject to force majeure (which term shall be defined in the RDA) and the vacation of the Powerhouse by the Port Authority. Cordish will not charge any fees for managing and overseeing the Stabilization and Remediation, however, the reasonable cost of on-site personnel will be reimbursed by the City. During the Stabilization and Remediation Phase, Cordish will cause plans and specifications for the Project to be prepared and submitted for applicable permits within time periods to be included in the RDA. During the Stabilization and Remediation Phase it is contemplated that the Port Authority will timely demolish and remediate its existing power facility and convey its ownership interest in the Powerhouse to the City. The RDA will address the failure of the City to reach agreement with the Port Authority to cause such demolition, remediation and conveyance to occur.

4. **Quality Standard, Plan Review and Permitting:** The RDA will provide that the Project will be of a design quality and retail tenancy that is similar to other Cordish urban projects, such as The Power Plant, Baltimore, Maryland and the Kansas City Power and Light District, Kansas City, Missouri. The City will have the right to review the exterior schematic plans for the Project to confirm that same meets such design quality standard. The City Group will assist Cordish in obtaining all necessary permits for the Project.

5. **Construction Phase:** Upon completion of the Stabilization and Remediation Phase and the permitting of the Project, Cordish will cause the Project to be constructed in a timely manner. It is contemplated that the Construction Phase will last approximately two (2) years, subject to force majeure (as that term is to be defined in the RDA).

6. **Project Budget:** The preliminary budget for the Project, exclusive of the Investigation Phase and the Stabilization and Remediation Phase is approximately \$179,000,000.00

7. **Financing:** The obligation of the City Group and Cordish to proceed with the Investigation Phase, the Stabilization and Remediation Phase and the construction of the Project shall be contingent upon the City Group and Cordish obtaining appropriate financing within the time frames to be included in the RDA. Such financing mechanisms may include, without limitation, bond financing that utilizes PILOT payments to fund debt service and other forms of financing available in the general marketplace. The financing arrangements will be set forth in the RDA.

8. **Historic Tax Credits:** Cordish anticipates that the Construction Phase will be partially funded by Cordish with federal and state historic tax credits. All demolition and construction work on the Project, including demolition and construction work undertaken during the Stabilization and Remediation Phase, will be undertaken in a manner that preserves the ability of the Project to qualify for federal and state historic tax credits. The City will reasonably cooperate with Cordish to assure that all funds spent during the Stabilization and Remediation Phase qualify for federal and state historic tax credits, which reasonable cooperation shall include requiring that any demolition or construction work performed at the Powerhouse during the Stabilization and Remediation Phase be performed in a manner that will not jeopardize the availability of federal and state historic tax credits during the Construction Phase unless otherwise agreed to by the parties.

9. **Term of RDA:** The RDA will have a term of ninety-nine (99) years, which term will commence on the substantial completion of the Construction Phase.

10. **Ground Rent:** Cordish will pay the City a ground rent for the Property equal to \$1.00 per year.
11. **Signage:** Cordish desires to install signage on the exterior of the Project consistent with the signage installed on other recent Cordish developments. The City will adopt a signage overlay district for the Project in accordance with the terms of the RDA. The RDA will obligate the City to install way finding and directional signage serving the Project pursuant to a plan approved by Cordish. The adoption of such signage overlay district may require an amendment to the City's redevelopment Plan. The City Group, with the cooperation of Cordish, will use reasonable efforts to cause such amendment to be enacted.
12. **Sidewalks and Open Space:** Cordish and its tenants will have the right to exclusively utilize certain sidewalks, plazas and open space adjacent to the Property. Such areas will be described in an exhibit to the RDA.
13. **Local Hiring:** The RDA will establish local hiring preference construction goals for Cordish, which shall be acceptable to the City Group and to Cordish.
14. **MBE:** The RDA will obligate Cordish to comply with law, including minority participation and non-discrimination.
15. **Offsite Parking:** The RDA may address the right of the Project to utilize off-site parking.
16. **Definitive Agreements:** Cordish will prepare the first draft of the RDA. The RDA will be in a form and substance consistent with this letter of intent and acceptable to Cordish and the City Group, in their sole and non-reviewable discretion. In order for the RDA to be in a form acceptable to Cordish, among other things, any entity having superior title to the RDA will have to enter into acceptable lease recognition agreements and/or subordination, attornment and non-disturbance agreements.

This letter of intent is an expression of intent only and shall not create any binding obligations on the part of either the City Group or Cordish. Subject to the existing exclusive negotiating agreement, it is understood that neither party shall have any obligation to the other party until mutually acceptable definitive agreements have been executed and unconditionally delivered by all parties. If you agree with the terms outlined in this letter of intent, please

**THE CORDISH COMPANIES**

City of Jersey City

Jersey City Redevelopment Agency

August 11, 2014

Page 5

indicate such agreement by signing and returning to me the enclosed duplicate of this letter of intent.

Sincerely,

**THE CORDISH COMPANIES**

By: 

Blake L. Cordish, Vice President

We agree with the above terms  
of this letter of intent.

**CITY OF JERSEY CITY**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**JERSEY CITY REDEVELOPMENT AGENCY**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14.598

Agenda No. 10.H

Approved: SEP 10 2014

TITLE:



## RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET(S), EXCHANGE PLACE BEGINNING 10:00 A.M. AND ENDING 6:00 P.M., SUNDAY, SEPTEMBER 14, 2014 AT THE REQUEST OF KATYN FORREST MASSACRE MEMORIAL COMMITTEE, INC. FOR THE PURPOSE OF A MEMORIAL SERVICE AT THE KATYN MONUMENT

**WHEREAS**, the Division of Architecture, Engineering, Traffic and Transportation has received an application from the Katyn Forrest Massacre Memorial Committee, Inc. to close Exchange Place beginning 10:00 a.m. and ending 6:00 p.m. on Sunday, September 14, 2014 for the purpose of a Memorial service at the Katyn Monument; and

**WHEREAS**, in accordance with the provisions of Section 296-71 and 296-72, a street may be temporarily closed for a block party or any recreational event to be conducted within an area not exceeding one city block under certain conditions;

**WHEREAS**, when one or more of the required conditions for a street closing are not met, in accordance with Sections 296-74 (B) the Director of Architecture, Engineering, Traffic and Transportation may recommend to the City Council that one or more of the requirements of Sections 296-71, 296-72 and 296-73 and Chapter 122, Section 122-8 be waived; and

**WHEREAS**, the request to close Exchange Place does not meet one or more of the requirements set forth in Section 296-71(A)(B)(C)(D); 296-72(B)(8) and 296-73(D) and Chapter 122, Section 122-8 (A)(C) as the application for the street closing has been filed by a nonresident and the event starts earlier than what is permitted; and

**WHEREAS**, the closing of the aforementioned street will not affect public safety or convenience, and in accordance with the provision of Section 296-74 (B) the applicant has made a request to the City Council that the aforementioned requirements set forth in Section 296-71, 296-72, 296-73 Chapter 122, Section 122-8 be waived.

**NOW THEREFORE IS IT RESOLVED**, that the Municipal Council via adoption of this resolution authorizes the closing of Exchange Place beginning 10:00 a.m. and ending 6:00 p.m. on Sunday, September 14, 2014.

APPROVED:   
Director of Traffic & Transportation

APPROVED:   
Municipal Engineer

APPROVED:   
Business Administrator

JDS:pcl  
(08.12.14)

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9-10-14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Cavarro, Jr., President of Council

Robert Byrne, City Clerk

**RESOLUTION FACT SHEET – NON-CONTRACTUAL**

This summary sheet is to be attached to the front of any ordinance that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Resolution**

**RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET(S), EXCHANGE PLACE BEGINNING 10:00 A.M. AND ENDING 6:00 P.M., SUNDAY, SEPTEMBER 14, 2014 AT THE REQUEST OF KATYN FORREST MASSACRE MEMORIAL COMMITTEE, INC. FOR THE PURPOSE OF A MEMORIAL SERVICE AT THE KATYN MONUMENT**

**Initiator**

Department/Division	Administration	Architecture, Engineering, Traffic and Transportation
Name/Title	Joao D'Souza at the request of Krzysztop Nowak, President on behalf of the Katyn Forrest Massacre Memorial Committee, Inc., PO Box 1602, Cranford, NJ 07016, 609.580.0232	Director of Traffic & Transportation
Phone/email	201.547.4470	JOAO@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Resolution Purpose**

AUTHORIZING THE CLOSING OF EXCHANGE PLACE BEGINNING 10:00 A.M. AND ENDING 6:00 P.M., SUNDAY, SEPTEMBER 14, 2014 FOR THE PURPOSE OF A MEMORIAL SERVICE AT THE KATYN MONUMENT

Any costs incurred as a result of the street closing will be the responsibility of the Organization hosting the event.

**I certify that all the facts presented herein are accurate.**

\_\_\_\_\_  
**Signature of Department Director**

\_\_\_\_\_  
**Date**

## RECREATIONAL EVENT STREET CLOSURE

**BLOCK:** EXCHANGE PL

PURPOSE OF EVENT: Memorial service at Katyn Monument

**BEGINS: 10AM ENDS: 6PM**  
**Sunday, September 14, 2014**

**APPLICANT:** Krzysztop Nowak, President

**ORGANIZATION :** Katyn Forrest Massacare Memorial Committee, Inc

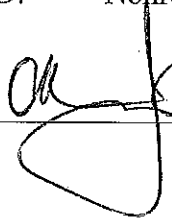
**ADDRESS:** PO Bx 1602

**CITY, STATE, ZIP:** Cranford NJ 07016

**PHONE #:** 609.580.0232

**BEING WAIVED:** Nonresident, start time

**APPROVED**



**DATE**

8/11/14

**DENIED**

**DATE**

**PLEASE REVIEW WITH ME** \_\_\_\_\_ **DATE** \_\_\_\_\_





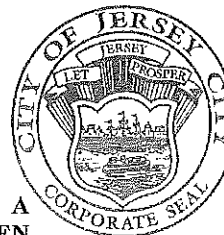
# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14.599

Agenda No. 10.1

Approved: SEP 10 2014

TITLE:



**A RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET(S), WARREN STREET FROM STEUBEN STREET TO MORGAN STREET BEGINNING 8:00 A.M. AND ENDING AT NOON SATURDAY, OCTOBER 18, 2014 AT THE REQUEST OF CLUB METRO USA FOR THE PURPOSE OF A CHARITY 5K WALK/RUN**

**WHEREAS**, the Division of Architecture, Engineering, Traffic and Transportation has received an application from Club Metro USA to close Warren Street from Steuben Street to Morgan Street beginning 8:00 a.m. and ending at Noon Saturday, October 18, 2014 for the purpose of a Charity 5K Walk/Run; and

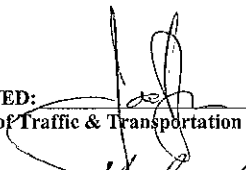
**WHEREAS**, in accordance with the provisions of Section 296-71 and 296-72, a street may be temporarily closed for a block party or any recreational event to be conducted within an area not exceeding one city block under certain conditions;

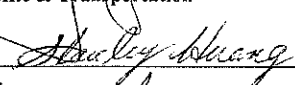
**WHEREAS**, when one or more of the required conditions for a street closing are not met, in accordance with Sections 296-74 (B) the Director of Architecture, Engineering, Traffic and Transportation may recommend to the City Council that one or more of the requirements of Section 296-71, 296-72 and 296-73 and Section 122-8 be waived; and

**WHEREAS**, the request to close Warren Street does not meet one or more of the requirements set forth in Section 296-71 (B)(C)(D), 296-72(B)(2)(8) and 296-73(D) and Section 122-8(A)(B) and (C) as the street closing was submitted by a non-resident and will start earlier than is permitted; and

**WHEREAS**, the closing of the aforementioned street will not affect public safety or convenience, and in accordance with the provision of Section 296-74 (B) and the applicant has made a request to the City Council that the aforementioned requirements set forth in Section 296-71, 296-72 and 296-73 and Section 122-8 be waived.

**NOW THEREFORE BE IT RESOLVED**, that the Municipal Council via adoption of this resolution authorizes the closing of Warren Street from Steuben Street to Morgan Street beginning at 8:00 a.m. and ending at Noon Saturday, October 18, 2014.

APPROVED:   
Director of Traffic & Transportation

APPROVED:   
Municipal Engineer

APPROVED:   
Business Administrator

JDS:pcl  
(08.25.14)

APPROVED AS TO LEGAL FORM

  
Corporation Counsel

Certification Required ☐

Not Required ☐

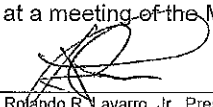
APPROVED 9-0

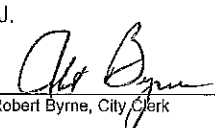
RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9.10.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

  
Rolando R. Lavarro, Jr., President of Council

  
Robert Byrne, City Clerk

**RESOLUTION FACT SHEET – NON-CONTRACTUAL**

This summary sheet is to be attached to the front of any ordinance that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Resolution**

**A RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET(S), WARREN STREET FROM STEUBEN STREET TO MORGAN STREET BEGINNING 8:00 A.M. AND ENDING AT NOON SATURDAY, OCTOBER 18, 2014 AT THE REQUEST OF CLUB METRO USA FOR THE PURPOSE OF A CHARITY 5K WALK/RUN**

**Initiator**

Department/Division	Administration	Architecture, Engineering, Traffic and Transportation
Name/Title	Joao D'Souza at the request of Nick Kabobjian on behalf of Club Metro USA, 333 Washington St., JCNJ 07302, 201.451.1911	Director of Traffic & Transportation
Phone/email	201.547.4470	JOAO@cnj.org

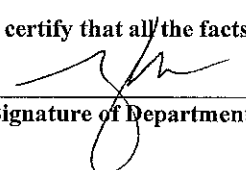
Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Resolution Purpose**

AUTHORIZE CLOSING WARREN STREET FROM STEUBEN STREET TO MORGAN STREET BEGINNING 8:00 A.M. AND ENDING AT NOON SATURDAY, OCTOBER 18, 2014 FOR THE PURPOSE OF A CHARITY 5K WALK/RUN

Any costs incurred as a result of the street closing will be the responsibility of the Organization hosting the event.

I certify that all the facts presented herein are accurate.

  
Signature of Department Director

  
Date

## **RECREATIONAL EVENT STREET CLOSURE**

**BLOCK:**                    **WARREN ST from STEUBEN to MORGAN STS**

PURPOSE OF EVENT: Charity 5k Walk/Run

**BEGINS: 8AM ENDS: Noon**  
**Saturday, October 18, 2014**

APPLICANT:            Nick Kabobjian

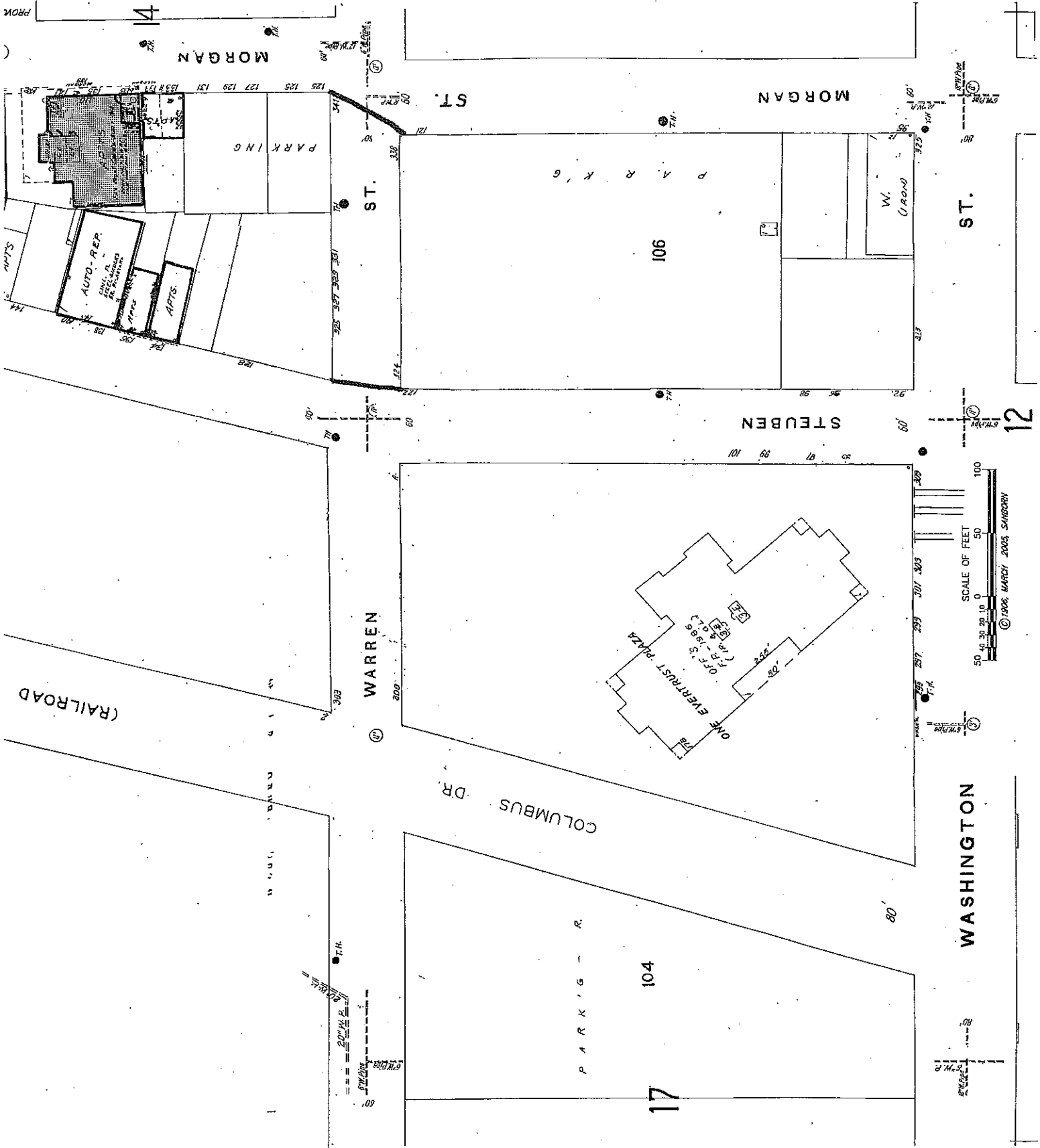
ORGANIZATION :      Club Metro USA

ADDRESS:              333 Washington St

CITY, STATE, ZIP:    Jersey City NJ 07302

PHONE #:               201.451.1911

BEING WAIVED:       Nonresident, start time



WASHINGTON

80'

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ST.

MORGAN

ST.

PROX

SCALE OF FEET  
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© 1996, MARCH 2003, SANDOR

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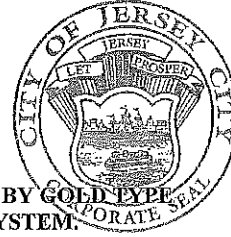
# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14.600

Agenda No. 10.J

Approved: SEP 10 2014

TITLE:



## RESOLUTION AUTHORIZING THE PAYMENT OF A CLAIM SUBMITTED BY GOLD TYPE BUSINESS MACHINES FOR SERVICES TO THE POLICE AUDIO/VIDEO SYSTEM.

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

**WHEREAS**, the City of Jersey City (City) through the Division of Police maintains the operation and repair of the City Audio/Video System; and

**WHEREAS**, the City awards an annual contract without public bidding to Gold Type Business Machines pursuant to N.J.S.A. 40A:11-5 (1) (dd) to maintain proprietary audio and video hardware; and

**WHEREAS**, the Resolution for the year 2012 failed to go before the City Council; and

**WHEREAS**, the City directed Gold Type Business Machines to provide contractual repairs because the systems are crucial to the safety of first responders and the general public; and

**WHEREAS**, the services provided by Gold Type Business Machines resulted in costs of \$112,993.75; and

**WHEREAS**, Robert Baker, Sr. Fiscal Officer for the Police Department, reviewed Gold Type Business Machines request for payment and has certified that Gold Type Business Machine's bill for providing such services is fair and reasonable; and

**WHEREAS**, Gold Type Business Machine performed the services in good faith and is entitled to receive payment for the value of services; and

**WHEREAS**, the sum of \$112,993.75 is available in Account No.01-203-25-240-310;

**NOW, THEREFORE, BE IT RESOLVED** by the Municipal Council of the City of Jersey City that:

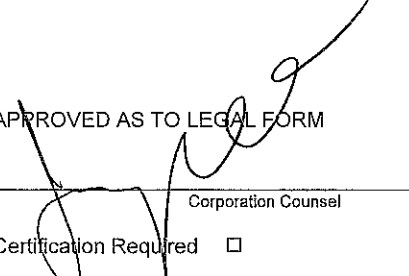
- 1) the Purchasing Agent is hereby authorized to pay Gold Type Business Machine the sum of \$112,993.75 for repair services, related to the City Audio/Video System; and
- 2) the approval of this payment is subject to the execution of a release by Gold Type Business Machines releasing the City from any liability in connection with claims that it may have against the City for providing repair services; and
- 3) the Business Administrator and Purchasing Agent are hereby authorized to take such other actions that are necessary to effectuate the purposes of this Resolution;

I, Donna Mauer (Donna Mauer), Chief Financial Officer, certify that there are sufficient funds ( \$112,993.75 ) available for the payment of the above resolution in Account No. 01-203-25-240-310

APPROVED: 

APPROVED:   
Business Administrator

APPROVED AS TO LEGAL FORM

  
Corporation Counsel

Certification Required ☐

Not Required ☐


APPROVED 9-0

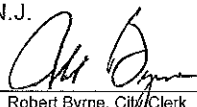
RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9.10.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

  
Rolando R. Lavarro, Jr., President of Council

  
Robert Byrne, City Clerk

**RESOLUTION FACT SHEET – NON-CONTRACTUAL**

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Ordinance/Resolution**

**RESOLUTION AUTHORIZING THE PAYMENT OF A CLAIM SUBMITTED BY GOLD TYPE BUSINESS MACHINES FOR SERVICES TO THE POLICE AUDIO/VIDEO SYSTEM.**

**Initiator**

Department/Division	Police	Public Safety
Name/Title	Robert Baker, Sr.	Fiscal Officer
Phone/email	201-547-5449	rbakersr@njcps.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Resolution Purpose**

Payment of services rendered from 01/01/2012 to 12/31/2012. Resolution for annual service contract was denied by BA Jack Kelly. Directed that service to be performed on Time and Material basis. This resulted in billing that was \$9,113.75 higher than the actual contract.

I certify that all the facts presented herein are accurate.

  
Signature of Department Director

8/27/14  
Date

**G.T.B.M. INC****INVOICE**

PO Box 305  
351 PATERSON AVE  
EAST RUTHERFORD, NJ 07073  
Phone: (201) 935-5090  
Fax (201) 935-7022

DATE: 12/31/2012  
INVOICE # 23236-2

**Bill To:**

Jersey City Police  
Attn: J Tkacyk  
75 Bishop St  
Jersey City , NJ 07303

**Ship To:**

Jersey City Police  
Attn: J Tkacyk  
75 Bishop St  
Jersey City , NJ 07303

**Comments or Special Instructions:**

SALESPERSON	P.O. NUMBER	SHIP DATE	SHIP VIA	F.O.B. POINT	TERMS
rp					net

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
903.47	Labor support to AV systems at bishop street 1/1/12 thru 12/31/12	\$ 125.00	\$ 112,933.75
			\$ -
			\$ -
SUBTOTAL			\$ 112,933.75
TAX RATE			0.00%
SALES TAX			-
SHIPPING & HANDLING			-
TOTAL			\$ 112,933.75

Balance due

Make all checks payable to **Gold Type Business Machines Inc.**

If you have any questions concerning this invoice, contact Vin Cronen, Phone: 201-935-5090

**THANK YOU FOR YOUR BUSINESS!**



# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14.601

Agenda No. 10.K

Approved: SEP 10 2014



TITLE: **RESOLUTION AUTHORIZING AN AMENDMENT TO AN EXTRAORDINARY UNSPECIFIABLE SERVICES CONTRACT WITH TELECOM INTEGRITY GROUP FOR PROVIDING TELECOMMUNICATIONS CONSULTING SERVICES**

**COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:**

**WHEREAS**, Resolution 14.257 approved on April 9, 2014 awarded an Extraordinary Unspecifiable Services (EUS) contract to **TELECOM INTEGRITY GROUP** in the amount of \$48,000.00 for a term of one year to provide telecommunications services involving telephone bill auditing, telephone service contract negotiation, and arbitration of telephone billing disputes; and

**WHEREAS**, **TELECOM INTEGRITY GROUP**, the original contractor agreed to deliver the required services in accordance with the specifications of the Information Technology Division. The contract provided that the vendor would be paid an additional amount in excess of \$48,000.00 which amount would be based on a percentage of the cost savings that the vendor was able to obtain for the City of Jersey City; and

**WHEREAS**, as a result of the cost savings obtained by the vendor a change order is necessary to increase the contract amount by an additional \$42,000.00.

**NOW THEREFORE BE IT RESOLVED** by the Municipal Council of the City of Jersey City that :

1. The Mayor and/or Business Administrator be authorized to amend the contract with **TELECOM INTEGRITY GROUP**.
2. A change order is necessary to increase the funds by an additional \$42,000.00 for a total contract amount of \$90,000.00.
3. A copy of this resolution shall be printed in a newspaper of general circulation within the City of Jersey City, within ten (10) days of passage of this resolution.

I, Donna Mauer (Donna Mauer), as Chief Financial Officer, hereby certify that these funds are available for this expenditure in Account Number: **01-201-31-435-314** for payment of the above Resolution.

**Administration Department**

**Account No. : 01-201-31-435-314**

**P.O. # 113043**

**Amt.\$90,000.00**

TGR  
8/27/14  
APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

APPROVED: \_\_\_\_\_  
Business Administrator

Corporation Counsel

Certification Required ☐

Not Required ☐

**APPROVED 9-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9.10.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			LAVARRO	✓		
KHEMRAJ	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			RIVERA	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando Lavarro, President of Council

Robert Byrne, City Clerk

**ORDINANCE/RESOLUTION FACT SHEET** Date Submitted to B.A. \_\_\_\_\_

This summary sheet is to be attached to the front of any ordinance, resolution, cooperation agreement or contract that is submitted for Council consideration. Incomplete or sketchy summary sheets will be returned with the resolution or ordinance. The department, division or agency responsible for the overall implementation of the proposed project or program should provide a concise and accurate statement of facts.

**1. Full Title of Ordinance/Resolution/Cooperation Agreement :**

**AMENDING RESOLUTION TO 14-257;  
AN AGREEMENT WITH TELECOM INTEGRITY GROUP**

**2. Name and Title of Person Initiating Ordinance/Resolution :**

**ROBERT MAGRO, IT DIRECTOR**

**3. Concise Description of the Program, Project or Plan Proposed in the Ordinance/Resolution:**

**INCREASE FUNDS BEING PAID TO THIS VENDOR FOR  
TELECOMMUNICATIONS BILLING AUDIT SERVICES. ADDITIONAL  
FUNDING NECESSARY TO PAY COMMISSIONS DUE TO VENDOR FOR  
FINDING SAVINGS IN CITY TELEPHONE BILLING.**

**4. Reasons (Need) for the Proposed Program, Project, etc.:**

**INSURE THAT CITY IS BEING BILLED ACCURATELY FOR  
TELECOMMUNICATIONS CHARGES.**

**5. Anticipated Benefits to the Community:**

**SAVINGS FOR THE TAXPAYER.**

**6. Cost of Proposed Program, Project, etc. ( Indicate the dollar amount of City, State and Federal Funds to be used, as well as match and in-kind contributions.) :**

**INCREASE ORIGINAL PURCHASE ORDER BY \$42,000 (\$48,000 TO \$90,000)**

**7. Date Proposed Program or Project will Commence:**

**SEPTEMBER 15, 2014**

**8. Anticipated Completion Date:**

**DECEMBER 31, 2014**

**9. Person Responsible for Coordinating Proposed Program/Project :**

**ROBERT MAGRO, IT DIRECTOR**

**I certify that all the facts presented herein are accurate.**



**Signature of Department Director**

**8-27-14**

**Date**

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14.257

Agenda No. 10.Z.12

Approved: APR 09 2014

TITLE:



## **RESOLUTION AUTHORIZING AN AGREEMENT WITH TELECOM INTEGRITY GROUP FOR TELECOMMUNICATIONS CONSULTING SERVICES AS AN EXTRAORDINARY UNSPECIFIABLE SERVICES CONTRACT**

**COUNCIL offered and moved adoption of the following resolution:**

**WHEREAS**, funds must be allocated for telecommunications consulting services involving telephone bill auditing, telephone service contract negotiation, arbitration of telephone billing disputes as well as other services; and

**WHEREAS**, **TELECOM INTEGRITY GROUP** has agreed to provide the goods and services specified as necessary by the Division of Information Technology; and

**WHEREAS**, the anticipated funding required is Four Thousand (\$4,000) Dollars per month, Forty Eight Thousand (\$48,000.00) Dollars per year of which Twenty Thousand (\$20,000.00) Dollars will be available in the temporary budget for this expenditure in accordance with Local Budget Law, N.J.S.A. 4A:4-1 et seq.

**WHEREAS**, funds in the amount of \$20,000.00 are available in Acct. No. 01-201-31-435-314

**WHEREAS**, the Director of the Division of Information Technology has certified that these services qualify as an Extraordinary Unspecifiable Services contract (EUS) under the Local Public Contracts Law, N.J.S.A. 40A: 11-1 et seq.; and

**WHEREAS**, the Resolution authorizing the award and the contract itself must be available for public inspection; and

**WHEREAS**, the Director of the Division of Information Technology has determined and certified in writing that the value of the contract will exceed \$17,500; and

**WHEREAS**, **TELECOM INTEGRITY GROUP** has completed and submitted a Business Entity Disclosure Certification which certifies that **TELECOM INTEGRITY GROUP** has not made any reportable contributions to the political or candidate committees listed in the Business Entity Disclosure Certification in the previous one year and that the contract will prohibit **TELECOM INTEGRITY GROUP** from making any reportable contributions during the term of the contract; and

**WHEREAS**, **TELECOM INTEGRITY GROUP** has submitted a Chapter 271 Political Contribution Disclosure Certification at least 10 days prior to the award of this contract; and

**WHEREAS**, **TELECOM INTEGRITY GROUP** has submitted it's Certification of Compliance with the City's Pay-To-Play Ordinance 08-128 adopted on September 3, 2008

**TITLE:**

**RESOLUTION AUTHORIZING AN AGREEMENT  
WITH TELECOM INTEGRITY GROUP FOR  
TELECOMMUNICATIONS CONSULTING SERVICES AS AN  
EXTRAORDINARY UNSPECIFIABLE SERVICES CONTRACT**

**NOW , THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that a contract in the amount of **\$48,000** is awarded to **TELECOM INTEGRITY GROUP** to provide the City of Jersey City with various telecommunications consulting services and subject to such modification as may be deemed necessary or appropriate by Corporation Counsel, the Mayor or Business Administrator is authorized to execute a contract in substantially the form of the attached; and

**BE IT FURTHER RESOLVED**, that the term of the contract shall be one year; and

**BE IT FURTHER RESOLVED**, that upon certification by an official of employee of the City authorized to receive the material pursuant to the contract, that the same has been received and that the requirements of the contract met, then; payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A 40A:5-1 et seq; and

**BE IT FURTHER RESOLVED**, the contract is awarded without competitive bidding as an Extraordinary Unspecifiable Services (EUS) contract in accordance with N.J.S.A 40A:11-5 (1) (4)(ii) of the Local Public Contracts Law because of the reasons stated in the certification attached hereto; and.

**BE IT FURTHER RESOLVED**, this contract shall be subject to the condition that the contractor provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.; and

TITLE:

**RESOLUTION AUTHORIZING AN AGREEMENT  
WITH TELECOM INTEGRITY GROUP FOR  
TELECOMMUNICATIONS CONSULTING SERVICES AS AN  
EXTRAORDINARY UNSPECIFIABLE SERVICES CONTRACT**

**BE IT FURTHER RESOLVED**, that the resolution authorizing the award of this contract and the contract itself shall be available for public inspection; and

**BE IT FURTHER RESOLVED**, that the Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, the Determination of Value Certification and the Certification of Compliance with the City's Contractor Pay-To-Play Ordinance, attached hereto and incorporated herein by reference, shall be placed on file with this resolution; and

**BE IT FURTHER RESOLVED**, that pursuant to N.J.A.C. 5:30-5.5(a) the continuation of this contract after the expenditure of funds encumbered in the 2014 Fiscal Year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2014 Fiscal Year permanent budget.

I, Donna Mauer (Donna Mauer), as Chief Financial Officer, hereby certify that these funds are available for this expenditure in Account Number: 01-201-310-435-314 for payment of the above Resolution.

Requisition No. \_\_\_\_\_

Purchase Order No. 113043

BEO/AA Review \_\_\_\_\_

APPROVED: [Signature]

APPROVED: \_\_\_\_\_  
Business Administrator

APPROVED AS TO LEGAL FORM

\_\_\_\_\_  
Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.9.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			LAVARRO	✓		
KHEMRAJ	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			RIVERA	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]  
Ricardo Davano, President of Council

[Signature]  
Robert Byrne, City Clerk

## **RESOLUTION FACT SHEET - CONTRACT AWARD**

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

### **Full Title of Ordinance/Resolution**

**RESOLUTION AUTHORIZING AN AGREEMENT WITH TELECOM INTEGRITY GROUP FOR TELECOMMUNICATIONS CONSULTING SERVICES AS AN EXTRAORDINARY UNSPECIFIABLE SERVICES CONTRACT**

### **Project Manager**

Department/Division	Administration	Information Technology
Name/Title	Robert Magro	Director
Phone/email	201-547-4274	bobm@jenj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

### **Contract Purpose**

List of telecommunications consulting services to be delivered from  
**TELECOM INTEGRITY GROUP :**

Telephone Line Invoice gathering  
Telephone Line Inventory Build  
Telephone Line Rates & Tariffs review  
Telephone Line Physical Inventory work  
Telephone Line Inventory reconciliation

#### **Telephone Billing Audit**

Error identification  
Dispute resolution  
Credits, Refunds & Savings  
Cost Savings identification and resolution

#### **Telephone line Inventory Management**

Initial Inventory build  
On going Inventory management

#### **Telecommunications Contract reviews and Negotiations**

Simple tariff offering  
Complex customized offerings

#### **Telecommunications**

#### **Time & Materials Consulting**

Project related  
Contract review, negotiations, Associated analysis  
Inventory compilation  
Tariff research  
vendor comparisons  
Vendor and customer meetings  
Contract recommendations

**All geared to save the City money on telecommunications expenditures.**

Cost (Identify all sources and amounts)

\$48,000.00

Contract term (include all proposed renewals)

ONE YEAR

Type of award EUS

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.

  
Signature of Department Director

3-31-14  
Date

Signature of Director of Purchasing

Date

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14.602

Agenda No. 10.1

Approved: SEP 10 2014

TITLE:



**RESOLUTION AUTHORIZING AN AWARD OF CONTRACT TO CDW GOVERNMENT FOR THE PURCHASE OF CCTV CAMERAS FOR THE DEPARTMENT OF PUBLIC SAFETY/POLICE & FIRE THROUGH THE MIDDLESEX REGIONAL EDUCATIONAL SERVICES COMMISSION (MRESC)**

**COUNCIL AS A WHOLE**, offered and moved adoption of the following Resolution:

**WHEREAS**, N.J.S.A. 40A:11-10 et. seq. authorizes a municipality to enter into a Cooperative Pricing Agreement with another public entity; and

**WHEREAS**, certain economies can be achieved when public entities purchase goods and services together under a cooperative pricing agreement; and

**WHEREAS**, the Middlesex Regional Educational Services Commission (MRESC) is a lead agency under a Cooperative Pricing Agreement approved by the Division of Local Government Services; and

**WHEREAS**, the Department of Public Safety/Police and Fire need cameras for CCTV city-wide; and

**WHEREAS**, Resolution 14-097 approved on February 11, 2014 authorized the City of Jersey City (City) to enter into a Cooperative Agreement with the **Middlesex Regional Educational Services Commission (MRESC)**; and

**WHEREAS**, the Department of Public Safety/Police and Fire wish to purchase cameras for CCTV city-wide from CDW Government (CDW-G), 200 North Milwaukee Avenue, Vernon Hills, Illinois 60061; and

**WHEREAS**, the City Purchasing Agent has certified that he considers said proposal to be fair and reasonable; and

**WHEREAS**, the sum of Sixty One Thousand, Eight Hundred Eighty Two Dollars and Sixty Six Cents (\$61,882.66) is available in **Operating Account 01-201-25-240-310 and 01-201-25-265-405**; and

<b>Police Acct. #:</b> 01-201-25-240-310	<b>PO #:</b> 114476	<b>Amount:</b> \$30,941.33
<b>Fire Acct. #:</b> 01-201-25-265-405	<b>PO #:</b> 114477	<b>Amount:</b> <u>\$30,941.33</u>
	<b>Total:</b>	<b>\$61,882.66</b>

**WHEREAS**, these funds are available for this expenditure in accordance with requirements of the Local Budget Law, N.J.S.A. 40A:4-1 et seq.;

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that the said proposal of the aforementioned CDW Government (CDW-G) be accepted and that a contract be awarded to said company in the above amount and the City Purchasing Agent is directed to have such a contract drawn up and executed; and be it further

(Continued on page 2)



City Clerk File No. Res. 14.602  
 Agenda No. 10.1 SEP 10 2014

TITLE:

**RESOLUTION AUTHORIZING AN AWARD OF CONTRACT TO CDW GOVERNMENT FOR THE PURCHASE OF CCTV CAMERAS FOR THE DEPARTMENT OF PUBLIC SAFETY/POLICE & FIRE THROUGH THE MIDDLESEX REGIONAL EDUCATIONAL SERVICES COMMISSION (MRESC)**

**RESOLVED**, that upon certification by an official or employee of the City authorized to receive the material pursuant to the contract met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.; and be it further

**RESOLVED**, this contract shall be subject to the condition that the vendor/contractor provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq., and be it further

I, Donna Mauer, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution.

Police Acct. #: 01-201-25-240-310  
 Fire Acct. #: 01-201-25-265-405

PO #: 114476  
 PO #: 114477

Amount: \$30,941.33  
 Amount: \$30,941.33  
 Total: \$61,882.66

APPROVED: Peter Polgado, Director of Purchasing,  
 QPA, RPPO

8/28/14  
 Date

PF/pv  
 8/21/14

APPROVED: [Signature]  
 APPROVED: [Signature]  
 Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9.10.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

**RESOLUTION FACT SHEET – NON-CONTRACTUAL**

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Ordinance/Resolution**

RESOLUTION AUTHORIZING AN AWARD OF CONTRACT TO CDW GOVERNMENT FOR THE PURCHASE OF CCTV CAMERAS FOR THE DEPARTMENT OF PUBLIC SAFETY/POLICE & FIRE THROUGH THE MIDDLESEX REGIONAL EDUCATIONAL SERVICES COMMISSION (MRESC)

**Initiator**

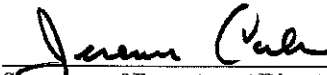
Department/Division	Public Safety	Police and Fire
Name/Title	Jerome Cala	Assistant Director
Phone/email	201-547-4239	jcala@njicps.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

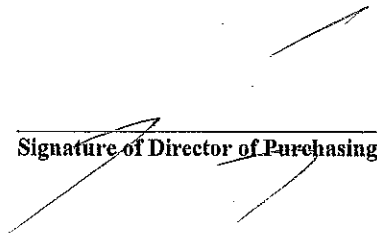
**Resolution Purpose**

In order to provide for the safety and wellbeing of the public, it is necessary to have functioning closed circuit television surveillance cameras.

I certify that all the facts presented herein are accurate.

  
\_\_\_\_\_  
Signature of Department Director

8/25/14  
Date

  
\_\_\_\_\_  
Signature of Director of Purchasing

8/25/14  
Date



**CITY OF JERSEY CITY**  
**DEPARTMENT OF PUBLIC SAFETY**

PUBLIC SAFETY | 465 MARIN BOULEVARD | JERSEY CITY, NJ 07302  
P: 201 547 4239 | F: 201 547 5298



**MEMORANDUM**

---

**To:** Council Members  
**From:** Jerome Cala, Assistant Director  
Janis Feuchack, Fiscal Office  
**Date:** August 25, 2014  
**Subject:** CCTV Cameras

---

As per your request:

Public Safety/Police  
01 201 25 240 310

Budget request:	\$2,176,492.00
Temp Budget:	\$1,211,158.90
Ending Balance:	\$ 25,453.30

Public Safety/Fire  
01 201 25 264 405

Budget request:	\$320,000.00
Temp Budget:	\$270,876.33
Ending Balance:	7,684.81



CDW6.com | 800.594.4239

OE400SPS

## SALES QUOTATION

FLFF423

9827654

7/16/2014

**BILL TO:**  
CITY OF JERSEY CITY/IT  
1 JOURNAL SQUARE PLZ STE 3  
INFORMATION TECHNOLOGY

**SHIP TO:**  
JERSEY CITY DEPT OF PUBLIC SAFETY  
Attention To: SGT JOHN TKACZYK  
73-86 BISHOP ST

Accounts Payable  
JERSEY CITY, NJ 07306-4004

JERSEY CITY, NJ 07304  
Contact: JOHN TKACZYK 201.547.5097

Customer Phone #

Customer P.O. # AXIS QUOTE

ACCOUNT MANAGER		SHIPPING METHOD	TERMS	EXEMPTION CERTIFICATE
GLEN BROWN 888.872.0847		UPS Ground (2-3 Day)	Net 30 Days-Govt State/Local	GOVT-EXEMPT
QTY	ITEM NO	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
14	3267927	AXIS Q6044-E PTZ DOME NTWK CAM Mfg#: 0572-004 Contract: MRESC State Approved Cooperative CO- OP #65MCESCCPS 13/14-04	3,355.58	46,978.12
14	3344740	AXIS T91B62 PARAPET MOUNT Mfg#: 5504-631 Contract: MRESC State Approved Cooperative CO- OP #65MCESCCPS 13/14-04	198.29	2,776.06
28	3005700	AXIS MEDIA CONVERTER SWITCH Mfg#: 5027-041 Contract: MRESC State Approved Cooperative CO- OP #65MCESCCPS 13/14-04	433.16	12,128.48
SUBTOTAL				61,882.66
FREIGHT				0.00
TAX				0.00
TOTAL				61,882.66

CDW Government  
230 North Milwaukee Ave.  
Vernon Hills, IL 60061

Fax: 847.990.8100

Please remit payment to:  
CDW Government  
75 Remittance Drive  
Suite 1515  
Chicago, IL 60675-1515

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at  
<http://www.cdw.com/content/terms-conditions/product-sales.asp>  
For more information, contact a CDW account manager.

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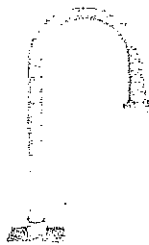
Favorites

All Categories > Networking Products > Physical Security & IP Cameras > AXIS T91B62 - parapet mounting bracket

Log On to Email this page or Save as Favorite

## AXIS T91B62 - parapet mounting bracket

Mfg. Part: 5504-631 | CDW Part: 3344740 | UNSPSC: 45121518



Parapet mounting bracket

Availability: 7-9 days

Orders placed today will ship within 9 days

1 **\$205.48**  
Advertised Price

Add All Items To Cart

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Rollover To Zoom

Product Overview

Technical Specs

Accessories

### Customers Who Viewed This Product Also Viewed... (4)



AXIS P5534-E PTZ Dome  
Network Camera - network  
camera

**\$2,453.84** Advertised Price  
☐ Compare



Arecont SurroundVideo  
AV12186DN - panoramic  
camera

**\$1,689.76** Advertised Price  
☐ Compare



Buffalo DriveStation Axis  
Velocity USB 3.0 hard drive -  
3 TB ...

**\$186.52** Advertised Price



AXIS Q6042-E PTZ Dome  
Network Camera - network  
camera

**\$3,068.30** Advertised Price  
☐ Compare

Compare up to 9 Similar Items with main product

Compare

### PRODUCT OVERVIEW

### TECHNICAL SPECIFICATIONS

### ACCESSORIES

### Customers With Similar Interests Also Viewed (4)



D-Link DCS 5222L - network  
camera



Arecont MegaDome 2 Series  
AV2255AM-H - network  
camera



Arecont AV20185DN-HB -  
network camera



Sony YT-ICB600 - camera  
ceiling mounting kit

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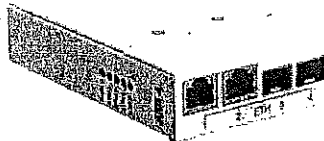
Favorites

All Categories > Networking Products > Ethernet Transceivers > AXIS T8604 Media Converter Switch - media converter

Log On to Email this page or Save as Favorite

## AXIS T8604 Media Converter Switch - media converter

Mfg. Part: 5027-041 | CDW Part: 3005700 | UNSPSC: 43201553



View Larger

Rollover To Zoom

- Media converter
- 10Base-T
- 100Base-TX
- 1000Base-X
- 100Base-X
- 2 ports
- RJ-45 / SFP (mini-GBIC)

Availability: 5-7 days

Orders placed today will ship within 7 days

1 **\$448.87**  
Advertised Price  
Lease Option (\$14.00 /month) · {

**Recommended Warranty**

1Y Replacement Plan (36 Month OEM)\$400-499.99, EXT.

Qty **\$29.92**  
Advertised Price

Add All Items To Cart

Product Overview

Technical Specs

Warranties & Services

Customers With Similar Interests Also Viewed (8)



AXIS P5534-E PTZ Dome Network Camera - network camera

\$2,453.84 Advertised Price



Arecont SurroundVideo AV12186DN - panoramic camera

\$1,689.76 Advertised Price



AXIS Q6042-E PTZ Dome Network Camera - network camera

\$3,068.30 Advertised Price



Buffalo DriveStation Axis Velocity USB 3.0 hard drive - 3 TB -...

\$186.52 Advertised Price

### PRODUCT OVERVIEW

### TECHNICAL SPECIFICATIONS

### WARRANTIES & SERVICES

Top Products (12)



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Brands

Best Deals

Product Finders

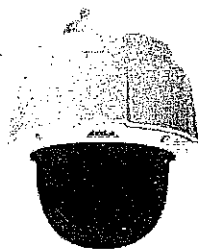
Favorites

All Categories > Networking Products > Physical Security & IP Cameras > AXIS Q6044-E PTZ Dome Network Camera - network camera

Log On to Email this page or Save as Favorite

## AXIS Q6044-E PTZ Dome Network Camera - network camera

Mfg. Part: 0572-004 | CDW Part: 3267927 | UNSPSC: 46171610



Rollover To Zoom

- Network camera
- PTZ
- outdoor
- dustproof / weatherproof / vandal-proof
- color ( Day&Night )
- 1280 x 720
- 10/100
- MJPEG
- H.264
- High PoE

**Availability: 4-6 days**

Orders placed today will ship within 6 days

**1 \$3,477.28**

Advertised Price

Lease Option (\$108.49 /month) - 12

**Recommended Warranty**

AXIS extended service agreement - 2 years

**Qty \$335.15**

Advertised Price

**Add All Items To Cart**

Product Overview

Technical Specs

Accessories

Warranties & Services

Customers Who Viewed This Product Also Viewed... (11)



AXIS P7210 Video Encoder - video server - 16 channels

**\$2,556.58** Advertised Price

☐ Compare



AXIS P5534-E PTZ Dome Network Camera - network camera

**\$2,453.84** Advertised Price

☐ Compare



Tripp Lite 10U Wallmount Rack Enclosure Cabinet Hinged...

**\$295.25** Advertised Price



Arecont SurroundVideo AV12186DN - panoramic camera

**\$1,689.76** Advertised Price

☐ Compare

Compare up to 9 Similar Items with main product



**Compare**

**PRODUCT OVERVIEW**

**TECHNICAL SPECIFICATIONS**

**ACCESSORIES**

**WARRANTIES & SERVICES**

Customers With Similar Interests Also Viewed (4)





## New Jersey Division of Revenue

Revenue NJBGS

# On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 1561883 FOR CDW GOVERNMENT LLC IS VALID.



# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14.097

Agenda No. 10.Y

Approved: FEB 11 2014



TITLE:

**RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO  
EXECUTE A COOPERATIVE PRICING AGREEMENT WITH THE  
MIDDLESEX REGIONAL EDUCATIONAL SERVICES COMMISSION**

## COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

**WHEREAS, N.J.S.A. 40A:11-10 et seq.** authorizes a municipality to enter into a Cooperative Pricing Agreement with another public entity; and

**WHEREAS, the City of Jersey City (City)** desires to participate in a cooperative pricing system for the purchase of good and services; and

**WHEREAS, certain economies can be achieved when public entities purchase goods and services together under a cooperative pricing agreement; and**

**WHEREAS, the Middlesex Regional Educational Services Commission is the lead agency under a Cooperative Pricing Agreement approved by the Division of Local Government Services (Division); and**

**WHEREAS, pursuant to N.J.A.C. 5:34-7.6, the City of Jersey City (City) may apply for membership in an approved Cooperative Purchasing System and Middlesex Regional Educational Services Commission is authorized to apply to the Director of the Division for approval on behalf of a proposed new member; and**

**WHEREAS, if the Division approves the City's membership application, the City will be able to purchase certain goods and services that Middlesex Regional Educational Services Commission has publicly bid for; and**

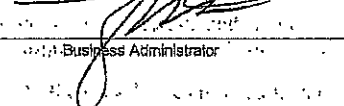
**WHEREAS, the City desires to become a member of the Cooperative Purchasing System for Which Middlesex Regional Educational Services Commission is the lead agency.**

**NOW, THEREFORE BE IT RESOLVED, by the Municipal Council of the City of Jersey City that:**

1. The Mayor or Business Administrator is authorized to execute the agreement attached hereto to participate in the Cooperative Pricing System offered by the Middlesex Regional Educational Services Commission.

APPROVED: 

APPROVED AS TO LEGAL FORM

APPROVED: 

Corporation Counsel

Certification Required ☐

Not Required ☐

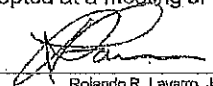
APPROVED 9-0

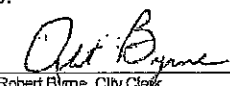
RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2.11.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

  
Rolando R. Lavarro, Jr., President of Council

  
Robert Byrne, City Clerk

**MEMBERS OF THE NJ STATE APPROVED  
MRESA COOPERATIVE PRICING SYSTEM # 65MCESCCPS**

<b>Essex-cont'd.</b>		
Bloomfield Township of	Township of Millburn	Phillip's Academy Charter
Caldwell-West Caldwell BOE	Millville BOE	Roseland BOE
Cedar Grove BOE	Irvington BOE	Seton Hall Prep
East Orange BOE	Livingston, Township of	People's Preparatory Charter School
City of East Orange	Montclair BOE	South-Orange Maplewood BOE
Essex County	Newark Educators Community Charter	The Township of South Orange Village
Essex County Vo-Tech School	Newark Legacy Charter	Team Academy Charter
Borough of Essex Fells	Newark Public Schools	Township of Verona
Essex Fells School District	North Caldwell BOE	Verona BOE
Essex Regl Educational Svcs Com.	North Star Academy	West Essex Regional BOE
Fairfield Township	Nutley BOE	Township of West Caldwell
Glen Ridge BOE	Nutley Township	West Orange Township
Livingston BOE	Roseville Community Charter	West Orange BOE
<b>Gloucester</b>		
Clayton Public Schools	Gloucester County College	Monroe BOE
Clearview Regional HSD	County of Gloucester	National Park School District
Delsea Reg. H S District	Gloucester County Special Services/Vocational-Technical Schools	Pitman BOE
Deptford Township BOE	Township of Gloucester	South Harrison Twp School District
Township of Franklin BOE	Greenwich Township BOE	Washington Township BOE
Gateway Regional High School	Harrison Township BOE	Westville BOE
Glassboro BOE	Kingsway Regional School District	Woodbury City Public School District
	Mantua Township BOE	Woodbury Heights BOE
<b>Hudson</b>		
City of Bayonne BOE	Hoboken BOE	M.E.T.S. Charter School
Beloved Community Charter	Hoboken Dual Language Charter School	Secaucus BOE
East Newark Public School	City of Jersey City	Washington Township BOE
Ethical Community Charter School	Jersey City Community Charter	Weehawken BOE
Elysian Charter School	Jersey City Public Schools	West New York BOE
Golden Door Charter School	Kearny BOE	Town of West New York
Guttenberg BOE	Hudson County	
Harrison Township of BOE	Hudson County Community College	
City of Hoboken	Hudson County Schools of Technology	
<b>Hunterdon</b>		
Alexandria BOE	French Town BOE	Lebanon Township BOE
Township of Bethlehem	Hampton Borough BOE	Milford BOE
Bloomsbury BOE	High Bridge BOE	Milford Borough of
Callfon BOE	Borough of High Bridge	No, Hunterdon-Voorhees Reg. HS Dist
Clinton Township BOE	Township of Holland	Township of Raritan
Town of Clinton BOE	Holland Township BOE	Township of Readington
Delaware Valley Regl. HS BOE	Hunterdon Central Regional HS	Readington Township BOE
East Amwell BOE	Hunterdon County ESC	South Hunterdon Regl HS BOE
Township of East Amwell	Kingwood Township BOE	Tewksbury BOE
Flemington-Raritan SD	Borough of Lebanon BOE	Union Twp BOE
Franklin Township BOE	Township of Lebanon	West Amwell Township SD

As of 6/17/14



**State of New Jersey**  
**DEPARTMENT OF COMMUNITY AFFAIRS**  
101 SOUTH BROAD STREET  
PO Box 803  
TRENTON, NJ 08625-0803

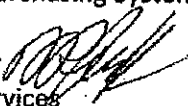
**CHRIS CHRISTIE**  
GOVERNOR

**KIM GUADAGNO**  
LT. GOVERNOR

**RICHARD E. CONSTABLE, III**  
ACTING COMMISSIONER

**MEMORANDUM**

**TO:** Lead Agency for a Cooperative Purchasing System

**FROM:** Marc H. Pfeiffer, Deputy Director   
Division of Local Government Services

**DATE:** February 3, 2012

**SUBJECT:** Middlesex Regional Educational Services Commission Cooperative Pricing System - ID# 65MCESCCPS

---

The Division of Local Government Services is in receipt of your recent submission requesting:

Registration of a Cooperative Pricing System

☒ Modification of a Cooperative Pricing System

☒ Registration Renewal of a Cooperative Pricing System

The documentation submitted has been reviewed and the forms attached to this memorandum contain the Division's response. Your new expiration date is **May 21, 2017**.

Should you have any questions regarding this matter, please contact Giulietta Passarelli at 609-292-7842.

MHP:gp

Note to File:  
ID# 65MCESCCPS

1) Registration renewal

2) Added 11 new members: Freehold Reg. HS Dist.; Monroe Twp. BOE (Gloucester); Roseland BOE; Pitman BOE; Hammonton BOE; Moorestown BOE; Hackettstown BOE; Stafford Twp. BOE; Salem City BOE; Mount Olive Public Library; Burlington Twp. BOE

File #65

# REQUEST FOR REGISTRATION OR MODIFICATION OF A COOPERATIVE PRICING SYSTEM, JOINT PURCHASING SYSTEM OR REGIONAL COOPERATIVE PURCHASING SYSTEM

(COOPERATIVE PURCHASING FORM CP-2001)

Return completed Form with all documentation to:

Cooperative Purchasing  
Division of Local Government Services  
PO Box 803  
Trenton NJ 08625-0803  
Attn: Co-op

## CONDITION

*To the extent that bids may have been received or a contract may have been awarded by an unregistered Cooperative Purchasing System without it first having obtained the requisite approval from the Division pursuant to N.J.A.C. 5:34-7.1 et seq., the Division is not in a position to address or resolve any legal questions which may exist as a result of such circumstances.*

## SYSTEM TYPE



Cooperative Pricing System



Joint Purchasing System



Regional Cooperative Pricing System

## SYSTEM IDENTIFICATION

System Name: Middlesex Regional Educational Services Commission

Identifier 65MCESCCPS



System Registration



Add/Delete Member(s)



Renew Registration



Other (Check Below)

- Attach
- ☐ Lead Agency Resolution
  - ☐ Member Resolution(s)
  - ☐ Agreement(s)

- ☐ New Member Resolution(s)
- ☐ Lead / Member Agreement(s)

- ☒ Lead Agency Resolution
  - ☒ List of Current Members
- (Submit new members on separate CP-2001)

- ☐ Change Lead Agency
- ☐ Add/Delete Commodity
- ☐ Change Address
- ☐ Other (List Below)

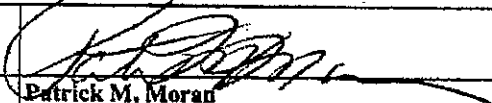
## DETAILS (Identify changes in: membership, commodities purchased or other information as appropriate)

Middlesex Regional Educational Services Commission  
-65MCESCCPS

Current member list attached

This is to certify that the requirements of N.J.S.A. 40A:11-1 et seq. or N.J.S.A. 18A:18A-1 et seq., as appropriate, and N.J.A.C. 5:34-7.1 et seq. are understood and the System is in compliance with them.

Signature:



E-mail  
Address:

pmoran@mresc.k12.nj.us

Name:

Patrick M. Moran

Phone:

732-777-9848; Ext. 3120

Title:

Business Administrator/Board Secretary

Date:

Official Use:

Approved:

Disapproved:

Materials Complete:

Effective Date:

System Expiration:

2/3/12

1/31/12

5/21/2017

✓ 1.1

department of community affairs

people places progress

Division of local government services dls

LFN 2011-35

November 28, 2011

# Local Finance Notice

Chris Christie  
Governor

Kim Guadagno  
Lt. Governor

Lori Grifa  
Commissioner

Thomas H. Neff  
Director

## Contact Information

### Director's Office

V. 609.292.6613

F. 609.292.9073

### Local Government Research

V. 609.292.6110

F. 609.292.9073

### Financial Regulation and Assistance

V. 609.292.4806

F. 609.984.7388

### Local Finance Board

V. 609.292.0479

F. 609.633.6243

### Local Management Services

V. 609.292.7842

F. 609.633.6243

### Authority Regulation

V. 609.984.0132

F. 609.984.7388

### Mail and Delivery

101 South Broad St.

PO Box 803

Trenton, New Jersey

08625-0803

Web: [www.nj.gov/dca/lgs](http://www.nj.gov/dca/lgs)

E-mail: [dls@dca.state.nj.us](mailto:dls@dca.state.nj.us)

### Distribution

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and Chief Financial Officers

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District Boards of

Commissioners

School Business Officials

Local Procurement Officials

## Guidance on Use of New Law Regarding National Contracts

Recently Governor Christie enacted P.L.2011, c.139 into law. This law affects public contracting laws for all government contracting agencies by permitting agencies to use contracts awarded by "national" or "regional" cooperatives or other states that were competitively bid. The law supplements existing law on the use of such contracts and is intended to provide additional flexibility to local government in the area of procurement.

Appropriate State agencies are reviewing the new law and the Division of Local Government Services intends to issue additional guidance in the near future.

Until then, contracting units should proceed with prudence to ensure their actions are compliant with the law. Pending additional guidance, contracting units should take into account the following as local circumstances dictate.

1. In applying the law, consider that there is no stated intent that NJ businesses should be put at a disadvantage because of differences between NJ public contracting law and that of jurisdictions that awarded the cooperative contract.
2. Local procurement procedures should continue to ensure the public trust. Laws relating to disclosure of political contributions, non-collusion, and ethics should continue to be followed.
3. Contracting officials should be cautious to ensure that the new authority is not abused. Local officials continue to have responsibility to choose vendors in an open and transparent manner to ensure public confidence in the integrity of government spending. Further, if a national contract is used, membership and participation rules of the national cooperative should be reviewed and followed.



CDWG.com | 800.594.4239

OE400SPS

## SALES QUOTATION

FLFF423

9827654

7/18/2014

**BILL TO:**  
CITY OF JERSEY CITY/IT  
1 JOURNAL SQUARE PLZ STE 3  
INFORMATION TECHNOLOGY

**SHIP TO:**  
JERSEY CITY DEPT OF PUBLIC SAFETY  
Attention To: SGT JOHN TKACZYK  
73-85 BISHOP ST

Accounts Payable  
JERSEY CITY, NJ 07306-4004

JERSEY CITY, NJ 07304  
Contact: JOHN TKACZYK 201.547.5997

Customer Phone #

Customer P.O. # AXIS QUOTE

## ACCOUNT MANAGER

GLEN BROWN 866.872.0847

## SHIPPING METHOD

UPS Ground (2-3 Day)

## TERMS

Net 30 Days-Govt  
State/Local

## EXEMPTION CERTIFICATE

GOVT-EXEMPT

QTY	ITEM NO.	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
14	3267927	AXIS Q6044-E PTZ DOME NTKW-CAM Mfg#: 0572-004 Contract: MRESC State Approved Cooperative CO- OP #65MCESCCPS 13/14-04	3,355.58	46,978.12
14	3344740	AXIS T91B62 PARAPET MOUNT Mfg#: 5504-631 Contract: MRESC State Approved Cooperative CO- OP #65MCESCCPS 13/14-04	198.29	2,776.06
28	3005700	AXIS MEDIA CONVERTER SWITCH Mfg#: 5027-041 Contract: MRESC State Approved Cooperative CO- OP #65MCESCCPS 13/14-04	433.16	12,128.48
SUBTOTAL				61,882.66
FREIGHT				0.00
TAX				0.00
TOTAL				61,882.66

CDW Government  
230 North Milwaukee Ave.  
Vernon Hills, IL 60061

Fax: 847.990.8100

Please remit payment to:  
CDW Government  
75 Remittance Drive  
Suite 1515  
Chicago, IL 60675-1515

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at  
<http://www.cdw.com/content/terms-conditions/product-sales.asp>  
For more information, contact a CDW account manager.

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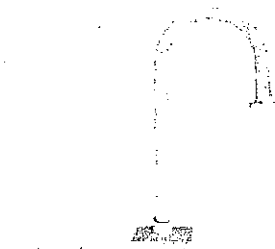
Favorites

All Categories > Networking Products > Physical Security & IP Cameras > AXIS T91B62 - parapet mounting bracket

Log On to Email this page or Save as Favorite

## AXIS T91B62 - parapet mounting bracket

Mfg. Part: 5504-631 | CDW Part: 3344740 | UNSPSC: 45121518



• Parapet mounting bracket

Availability: 7-9 days

Orders placed today will ship within 9 days

1 \$205.48  
Advertised Price

Add All Items To Cart

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Product Overview

Technical Specs

Accessories

### Customers Who Viewed This Product Also Viewed... (4)



AXIS P5534-E PTZ Dome  
Network Camera - network  
camera

\$2,453.84 Advertised Price  
☐ Compare



Arecont SurroundVideo  
AV12186DN - panoramic  
camera

\$1,689.76 Advertised Price  
☐ Compare



Buffalo DriveStation Axis  
Velocity USB 3.0 hard drive -  
3 TB -...

\$186.52 Advertised Price



AXIS Q6042-E PTZ Dome  
Network Camera - network  
camera

\$3,068.30 Advertised Price  
☐ Compare

Compare up to 9 Similar Items with main product

Compare

### PRODUCT OVERVIEW

### TECHNICAL SPECIFICATIONS

### ACCESSORIES

### Customers With Similar Interests Also Viewed (4)



D-Link DCS 5222L - network  
camera



Arecont MegaDome 2 Series  
AV2255AM-H - network  
camera



Arecont AV20185DN-HB -  
network camera



Sony YT-ICB600 - camera  
ceiling mounting kit

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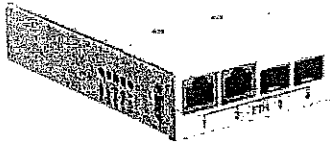
Favorites

All Categories > Networking Products > Ethernet Transceivers > AXIS T8604 Media Converter Switch - media converter

Log On to Email this page or Save as Favorite

## AXIS T8604 Media Converter Switch - media converter

Mfg. Part: 5027-041 | CDW Part: 3005700 | UNSPSC: 43201553



View Larger

Rollover To Zoom

- Media converter
- 10Base-T
- 100Base-TX
- 1000Base-X
- 100Base-X
- 2 ports
- RJ-45 / SFP (mini-GBIC)

Availability: 5-7 days

Orders placed today will ship within 7 days

1 **\$448.87**  
Advertised Price  
Lease Option (\$14.00 /month)

**Recommended Warranty**  
1Y Replacement Plan (36 Month OEM)\$400-499.99, EXT.

Qty **\$29.92**  
Advertised Price

Add All Items To Cart

Product Overview

Technical Specs

Warranties & Services

Customers With Similar Interests Also Viewed (8)



AXIS P5534-E PTZ Dome Network Camera - network camera

\$2,453.84 Advertised Price



Arecont SurroundVideo AV12186DN - panoramic camera

\$1,689.76 Advertised Price



AXIS Q6042-E PTZ Dome Network Camera - network camera

\$3,068.30 Advertised Price



Buffalo DriveStation Axis Velocity USB 3.0 hard drive - 3 TB -...

\$186.52 Advertised Price

PRODUCT OVERVIEW

TECHNICAL SPECIFICATIONS

WARRANTIES & SERVICES

Top Products (12)





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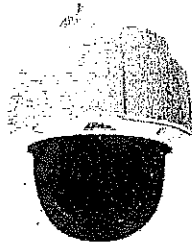
Favorites

All Categories > Networking Products > Physical Security & IP Cameras > AXIS Q6044-E PTZ Dome Network Camera - network camera

Log On to Email this page or Save as Favorite

## AXIS Q6044-E PTZ Dome Network Camera - network camera

Mfg. Part: 0572-004 | CDW Part: 3267927 | UNSPSC: 46171610



Rollover To Zoom

- Network camera
- PTZ
- outdoor
- dustproof / weatherproof / vandal-proof
- color ( Day&Night )
- 1280 x 720
- 10/100
- MJPEG
- H.264
- High PoE

Availability: 4-6 days

Orders placed today will ship within 6 days

1 **\$3,477.28**  
Advertised Price  
Lease Option (\$108.49 /month)

**Recommended Warranty**  
AXIS extended service agreement - 2 years

Qty **\$335.15**  
Advertised Price

Add All Items To Cart

Product Overview

Technical Specs

Accessories

Warranties & Services

### Customers Who Viewed This Product Also Viewed... (11)



AXIS P7210 Video Encoder -  
video server - 16 channels

**\$2,556.58** Advertised Price  
☐ Compare



AXIS P5534-E PTZ Dome  
Network Camera - network  
camera

**\$2,453.84** Advertised Price  
☐ Compare



Tripp Lite 10U Wallmount Rack  
Enclosure Cabinet Hinged...

**\$295.25** Advertised Price



Arecont SurroundVideo  
AV12186DN - panoramic  
camera

**\$1,689.76** Advertised Price  
☐ Compare

Compare up to 9 Similar Items with main product



Compare

#### PRODUCT OVERVIEW

#### TECHNICAL SPECIFICATIONS

#### ACCESSORIES

#### WARRANTIES & SERVICES

### Customers With Similar Interests Also Viewed (4)





## New Jersey Division of Revenue

Revenue

NJBGS

# On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 1561883 FOR CDW GOVERNMENT LLC IS VALID.

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14.097

Agenda No. 10.Y

Approved: FEB 11 2014

TITLE:

**RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO  
EXECUTE A COOPERATIVE PRICING AGREEMENT WITH THE  
MIDDLESEX REGIONAL EDUCATIONAL SERVICES COMMISSION**



## **COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:**

**WHEREAS, N.J.S.A. 40A:11-10 et seq.** authorizes a municipality to enter into a Cooperative Pricing Agreement with another public entity; and

**WHEREAS, the City of Jersey City (City)** desires to participate in a cooperative pricing system for the purchase of good and services; and

**WHEREAS, certain economies can be achieved when public entities purchase goods and services together under a cooperative pricing agreement; and**

**WHEREAS, the Middlesex Regional Educational Services Commission** is the lead agency under a Cooperative Pricing Agreement approved by the Division of Local Government Services (Division); and

**WHEREAS, pursuant to N.J.A.C. 5:34-7.6, the City of Jersey City (City)** may apply for membership in an approved Cooperative Purchasing System and **Middlesex Regional Educational Services Commission** is authorized to apply to the Director of the Division for approval on behalf of a proposed new member; and

**WHEREAS, if the Division approves the City's membership application, the City will be able to purchase certain goods and services that Middlesex Regional Educational Services Commission has publicly bid for; and**

**WHEREAS, the City desires to become a member of the Cooperative Purchasing System for Which Middlesex Regional Educational Services Commission is the lead agency.**

**NOW, THEREFORE BE IT RESOLVED, by the Municipal Council of the City of Jersey City that:**

1. The Mayor or Business Administrator is authorized to execute the agreement attached hereto to participate in the Cooperative Pricing System offered by the Middlesex Regional Educational Services Commission.

APPROVED: [Signature]

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 4-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2.11.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]  
Rolando R. Lavarro, Jr., President of Council

[Signature]  
Robert Byrne, City Clerk

**MEMBERS OF THE NJ STATE APPROVED  
MRESC COOPERATIVE PRICING SYSTEM # 65MCESCCPS**

<b>Essex cont'd</b>		
Bloomfield Township of	Township of Millburn	Philip's Academy Charter
Caldwell-West Caldwell BOE	Millville BOE	Roseland BOE
Cedar Grove BOE	Irvington BOE	Seton Hall Prep
East Orange BOE	Livingston, Township of	People's Preparatory Charter School
City of East Orange	Montclair BOE	South-Orange Maplewood BOE
Essex County	Newark Educators Community Charter	The Township of South Orange Village
Essex County Vo-Tech School	Newark Legacy Charter	Team Academy Charter
Borough of Essex Fells	Newark Public Schools	Township of Verona
Essex Fells School District	North Caldwell BOE	Verona BOE
Essex Regl Educational Svcs Com.	North Star Academy	West Essex Regional BOE
Fairfield Township	Nutley BOE	Township of West Caldwell
Glen Ridge BOE	Nutley Township	West Orange Township
Livingston BOE	Roseville Community Charter	West Orange BOE
<b>Gloucester</b>		
Clayton Public Schools	Gloucester County College	Monroe BOE
Clearview Regional HSD	County of Gloucester	National Park School District
Delsea Reg. H S District	Gloucester County Special Services/Vocational-Technical Schools	Pitman BOE
Deptford Township BOE	Township of Gloucester	South Harrison Twp School District
Township of Franklin BOE	Greenwich Township BOE	Washington Township BOE
Gateway Regional High School	Harrison Township BOE	Westville BOE
Glassboro BOE	Kingsway Regional School District	Woodbury City Public School District
	Mantua Township BOE	Woodbury Heights BOE
<b>Hudson</b>		
City of Bayonne BOE	Hoboken BOE	M.E.T.S. Charter School
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Elysian Charter School	Jersey City Public Schools	West New York BOE
Golden Door Charter School	Kearny BOE	Town of West New York
Guttenberg BOE	Hudson County	
Harrison Township of BOE	Hudson County Community College	
City of Hoboken	Hudson County Schools of Technology	
<b>Hunterdon</b>		
Alexandria BOE	French Town BOE	Lebanon Township BOE
Township of Bethlehem	Hampton Borough BOE	Millford BOE
Bloomsbury BOE	High Bridge BOE	Millford Borough of
Califon BOE	Borough of High Bridge	No. Hunterdon-Voorhees Reg. HS Dist
Clinton Township BOE	Township of Holland	Township of Raritan
Town of Clinton BOE	Holland Township BOE	Township of Readington
Delaware Valley Regl. HS BOE	Hunterdon Central Regional HS	Readington Township BOE
East Amwell BOE	Hunterdon County ESC	South Hunterdon Regl HS BOE
Township of East Amwell	Kingwood Township BOE	Tewksbury BOE
Flemington-Raritan SD	Borough of Lebanon BOE	Union Twp BOE
Franklin Township BOE	Township of Lebanon	West Amwell Township SD

As of 6/17/14



**State of New Jersey**  
**DEPARTMENT OF COMMUNITY AFFAIRS**  
101 SOUTH BROAD STREET  
PO Box 803  
TRENTON, NJ 08625-0803

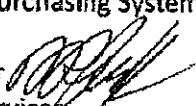
**CHRIS CHRISTIE**  
GOVERNOR

**KIM GUADAGNO**  
LT. GOVERNOR

**RICHARD E. CONSTABLE, III**  
ACTING COMMISSIONER

**MEMORANDUM**

**TO:** Lead Agency for a Cooperative Purchasing System

**FROM:** Marc H. Pfeiffer, Deputy Director   
Division of Local Government Services

**DATE:** February 3, 2012

**SUBJECT:** Middlesex Regional Educational Services Commission Cooperative Pricing System - ID# 65MCESCCPS

---

The Division of Local Government Services is in receipt of your recent submission requesting:

- Registration of a Cooperative Pricing System
- ☒ Modification of a Cooperative Pricing System
- ☒ Registration Renewal of a Cooperative Pricing System

The documentation submitted has been reviewed and the forms attached to this memorandum contain the Division's response. Your new expiration date is **May 21, 2017**.

Should you have any questions regarding this matter, please contact Giulietta Passarelli at 609-292-7842.

MHP:gp

Note to File:  
ID# 65MCESCCPS

- 1) Registration renewal
- 2) Added 11 new members: Freehold Reg. HS Dist.; Monroe Twp. BOE (Gloucester); Roseland BOE; Pitman BOE; Hammonton BOE; Moorestown BOE; Hackettstown BOE; Stafford Twp. BOE; Salem City BOE; Mount Olive Public Library; Burlington Twp. BOE

File #65

# REQUEST FOR REGISTRATION OR MODIFICATION OF A COOPERATIVE PRICING SYSTEM, JOINT PURCHASING SYSTEM OR REGIONAL COOPERATIVE PURCHASING SYSTEM

(COOPERATIVE PURCHASING FORM CP-2001)

Return completed Form with all documentation to:

Cooperative Purchasing  
Division of Local Government Services  
PO Box 803  
Trenton NJ 08625-0803  
Attn: Co-op

## CONDITION

*To the extent that bids may have been received or a contract may have been awarded by an unregistered Cooperative Purchasing System without it first having obtained the requisite approval from the Division pursuant to N.J.A.C. 5:34-7.1 et seq., the Division is not in a position to address or resolve any legal questions which may exist as a result of such circumstances.*

## SYSTEM TYPE



Cooperative Pricing System



Joint Purchasing System



Regional Cooperative Pricing System

## SYSTEM IDENTIFICATION

System Name: Middlesex Regional Educational Services Commission

Identifier 65MCESCCPS

Attachment

☐ System Registration

- ☐ Lead Agency Resolution
- ☐ Member Resolution(s)
- ☐ Agreement(s)

☐ Add/Delete Member(s)

- ☐ New Member Resolution(s)
- ☐ Lead / Member Agreement(s)



Renew Registration

- ☒ Lead Agency Resolution
- ☒ List of Current Members
- (Submit new members on separate CP-2001)



Other (Check Below)

- ☐ Change Lead Agency
- ☐ Add/Delete Commodity
- ☐ Change Address
- ☐ Other (List Below)

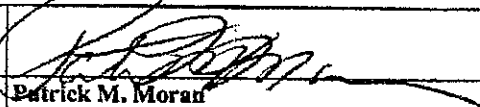
**DETAILS** (Identify changes in: membership, commodities purchased or other information as appropriate)

Middlesex Regional Educational Services Commission  
-65MCESCCPS

Current member list attached

This is to certify that the requirements of N.J.S.A. 40A:11-1 et seq. or N.J.S.A. 18A:18A-1 et seq., as appropriate, and N.J.A.C. 5:34-7.1 et seq. are understood and the System is in compliance with them.

Signature:



E-mail Address:

[pmoran@mresc.k12.nj.us](mailto:pmoran@mresc.k12.nj.us)

Name:

Patrick M. Moran

Phone:

732-777-9848; Ext. 3120

Title:

Business Administrator/Board Secretary

Date:

Official Use:

Approved:

Disapproved:

Materials Complete:

2/3/12

Effective Date:

1/31/12

System Expiration:

5/21/2017

✓ 1.1.1

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14.603

Agenda No. 10.M

Approved: SEP 10 2014

TITLE:



## RESOLUTION AUTHORIZING THE RENEWAL OF A CONTRACT TO JEN ELECTRIC FOR MAINTENANCE AND REPAIR OF TRAFFIC SIGNALS FOR THE DEPARTMENT OF ADMINISTRATION / DIVISION OF ARCHITECTURE, ENGINEERING AND TRAFFIC AND TRANSPORTATION

COUNCIL  
THE FOLLOWING RESOLUTION:

OFFERED AND MOVED ADOPTION OF

**WHEREAS**, Resolution No. 13-660, approved on September 25, 2013, awarded a contract in the amount of \$1,563,154.00 to Jen Electric for maintenance and repair of traffic signals for the City of Jersey City (City), Department of Public Works / Division of Architecture, Engineering, Traffic and Transportation; and

**WHEREAS**, the bid specifications provided the City with the option to renew the contract for one additional one-year period; and

**WHEREAS**, the contractor has been performing the services in an effective and efficient manner; and

**WHEREAS**, pursuant to N.J.S.A. 40A:11-15, the City desires to exercise the option and renew the contract for an additional one-year period effective as of September 26, 2014 and ending on September 25, 2015; and

**WHEREAS**, the total cost of the contract renewal is \$1,563,154.00; and

**WHEREAS**, funds in the amount of \$250,000.00 are available in Architecture, Engineering, Traffic and Transportation Operating Account No. 14-01-201-20-165-314.

**NOW, THEREFORE BE IT RESOLVED** by the Municipal Council of the City of Jersey City that:

- 1) The Mayor or Business Administrator is authorized to renew the agreement with Jen Electric for maintenance and repair of traffic signals for the City of Jersey City (City), Department of Administration / Division of Architecture, Engineering, Traffic and Transportation; and
- 2) The renewal contract is for twelve (12) months effective as of September 26, 2014, and the total cost of the contract shall not exceed \$1,563,154.00; and
- 3) Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in the 2014 calendar year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2014 calendar year permanent budget and in the subsequent calendar year budget; and
- 4) The award of this contract shall be subject to the condition that the vendor provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10-5-31 et seq.

(Continued on Page 2)

City Clerk File No. Res. 14.603  
 Agenda No. 10.M SEP 10 2014

TITLE:

**RESOLUTION AUTHORIZING THE RENEWAL OF A CONTRACT TO JEN ELECTRIC FOR MAINTENANCE AND REPAIR OF TRAFFIC SIGNALS FOR THE DEPARTMENT OF ADMINISTRATION / DIVISION OF ARCHITECTURE, ENGINEERING AND TRAFFIC AND TRANSPORTATION**

I, Donna Mauer Donna Mauer, as Chief Financial Officer, hereby certify that these funds are available for this expenditure in Architecture, Engineering, and Traffic and Transportation Operating Account No. 14-01-201-20-165-314 for payment of the above resolution.

Requisition # 0167231

Purchase Order # 114556

Temp. Encumbrance \$ 250,000.00

RK/sb  
 August 4, 2014

APPROVED: [Signature]

*Robert Kakoleski, Business Administrator, Department of Administration*

APPROVED: [Signature]

*Business Administrator*

APPROVED AS TO LEGAL FORM

[Signature]  
 Corporation Counsel

Certification Required ☒

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE <u>9.10.14</u>											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V. - Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]  
 Rolando R. Lavarro, Jr., President of Council

[Signature]  
 Robert Byrne, City Clerk



DEPARTMENT OF ADMINISTRATION  
DIVISION OF ARCHITECTURE, ENGINEERING,  
TRAFFIC AND TRANSPORTATION

**INTERDEPARTMENTAL MEMORANDUM**

DATE : August 22, 2014

TO : Rolando R. Lavarro, Council President and  
Members of the Municipal Council

FROM : Brian F. Weller, L.L.A., Director *BFW*

SUBJECT : **Contract Renewal – Jen Electric, Inc.  
Maintenance & Repair of Traffic Signals  
Project No. T-2014-004**

---

There is a need for maintenance and repair of traffic signals City-wide . Resolution No. 13-660, approved on September 25, 2013, awarded a contract in the amount of \$1,563,154.00 to Jen Electric for maintenance and repair of traffic signals for the City of Jersey City (City), Department of Public Works / Division of Architecture, Engineering, Traffic and Transportation.

The bid specifications provided the City with the option to renew the contract for one additional one-year period. The City desires to exercise the option and renew the contract for an additional one-year period effective as of September 26, 2014 and ending on September 25, 2015 and the total cost of the contract renewal is \$1,563,154.00.

The resolution is encumbering \$250,000.00 for now. As the year progresses, and if the City needs more than \$250,000.00 worth of maintenance and repairs, additional funds are then encumbered through a change order under the authority of the contract award resolution.

**CONTRACT FUNDING**  
(ARCH, Eng & Traffic - Operating Account)

- ❖ Expenditure is drawn down from AET operating account, 01-201-20-114-314 and 01-201-20-165-314.

- ❖ Contract is utilizing object # 314.
- ❖ Line object 314 was budgeted for \$1,300,000.00 in CY 2014.
- ❖ As of today (08/22/14), \$ 334,926.85 has been spent in line object 314.
- ❖ This contract will lapse over two calendar years 2014 and 2015. About one third of this contract will be from 2014 budget and rest will be budgeted in 2015 budget.
- ❖ To date, \$335,000.00 has been encumbered in object 314.

## Attachments

c: Greg Corrado, Assistant Business Administrator  
Stanley Huang, Municipal Engineer  
Joao D'Souza, Director of Traffic & Transportation  
Dawn Odom, Supervising Administrative Analyst

**RESOLUTION FACT SHEET - CONTRACT AWARD**

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Ordinance/Resolution**

**RESOLUTION AUTHORIZING THE RENEWAL OF A CONTRACT TO JEN ELECTRIC FOR MAINTENANCE AND REPAIR OF TRAFFIC SIGNALS FOR THE DEPARTMENT OF ADMINISTRATION / DIVISION OF ARCHITECTURE, ENGINEERING AND TRAFFIC AND TRANSPORTATION.**

**Project Manager**

Department/Division	Administration	Architecture, Engineering and Traffic
Name/Title	Joao D'Souza	Traffic Director
Phone/email	201-547-4530	joao@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**There exists a need for maintenance and repair of traffic signals Citywide.**

**Cost (Identify all sources and amounts)**

**Operating Account (01-201-20-165-314)**

**Total Contract Renewal Amount = \$1,563,154.00**

**Contract term (include all proposed renewals)**

This is the option to renew for one (1) additional year effective as of September 26, 2014.

**Type of award**

Contract Renewal

If "Other Exception", enter type

**Additional Information**

I certify that all the facts presented herein are accurate.

  
Signature of Department Director

  
Date

\_\_\_\_\_  
Signature of Purchasing Director

\_\_\_\_\_  
Date

**JEN ELECTRIC** INC.  
TRAFFIC SYSTEMS SPECIALISTS  
N.J.P.E.# 39919 & N.J.E.L.# 15196

RECEIVED  
14 JUL 22 AM 10:29  
CITY OF JERSEY CITY  
PROJECTS  
TRAFFIC OFFICE

July 21, 2014

Mr. Joao D'Souza, Director  
Division of Traffic & Transportation Maintenance  
Public Works Complex  
575 Route 440  
Jersey City, NJ 07305


Dear Mr. D'Souza,

Subject: Extension of Project Number 13-014 – Maintenance and Repair of Traffic Signals

In accordance with our executed agreement with the City dated September 27, 2013 and the City's Proposal and Specifications for the subject project, please be advised that Jen Electric, Inc. is agreeable to extending the contract term for an additional year starting from September 28, 2014 and expiring on October 1, 2015 under the original contract terms. Therefore, we would request that the City take the appropriate action needed for this extension to become effective.

Thank you for your consideration.

Sincerely,

  
Jennifer Daidone  
President

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 13.660

Agenda No. 10.P

Approved: SEP 25 2013

TITLE:



**RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO JEN ELECTRIC INC  
FOR 2013 MAINTENANCE AND REPAIR OF TRAFFIC SIGNALS PROJECT NO. 13-014  
FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF ENGINEERING,  
TRAFFIC AND TRANSPORTATION**

**COUNCIL**

**OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:**

**WHEREAS**, the City's Purchasing Director acting within his authority and in conformity with N.J.S.A. 40A:11-1 et. seq. has publicly advertised for bids for 2013 Maintenance and Repair of Traffic Signals Project No. 13-014 for the Department of Public Works/Division of Engineering, Traffic and Transportation pursuant to specifications and bids thereon; and

**WHEREAS**, pursuant to public advertisement the City of Jersey City has received One (1) Bid, the sole responsible bid being that from Jen Electric, 631 Morris Avenue, Springfield New Jersey 07081, in the total bid amount of One Million Five Hundred Sixty Three Thousand, One Hundred Fifty Four (\$1,563,154.00) Dollars; and

**WHEREAS**, the City's Purchasing Director has certified that he considers said bid to be fair and reasonable; and

**WHEREAS**, the contract shall be for a period of one (1) year and the City reserves the right to extend the contract for up to one (1) additional one (1) year terms pursuant to specifications and bids thereon; and

**WHEREAS**, these funds are available for this expenditure in accordance with requirements of the Local Budget Law, N.J.S.A. 40A:4-1 et. seq.

**WHEREAS**, the sum of One Million Five Hundred Sixty Three Thousand, One Hundred Fifty Four (\$1,563,154.00) Dollars, will be budgeted for the 2013, 2014 and 2015 temporary and permanent budgets subject to the approval of said budget by the Municipal Council; and

**WHEREAS**, the funds for this purchase are available in Operating Account # 01-201-26-113-314; and

**WHEREAS**, the sum of Three Hundred and Fifty Thousand (\$350,000.00) Dollars is available in the 2013 permanent budget; and

Department of Public Works/Div. of Engineering, Traffic & Transportation			
Account Number:	P.O #		Amount
01-201-26-113-314	111169	Temp. Encumb.	\$350,000.00
		Total Contract	\$1,563,154.00

**WHEREAS**, the remaining contract funds will be made available in the 2013, 2014 and 2015 temporary and permanent budgets; and

(continued Page 2)

City Clerk File No. Res. 13.650Agenda No. 10.P SEP 25 2013

## TITLE:

**RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO JEN ELECTRIC INC FOR 2013 MAINTENANCE AND REPAIR OF TRAFFIC SIGNALS PROJECT NO. 13-014 FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF ENGINEERING, TRAFFIC AND TRANSPORTATION**

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that the said bid of the aforementioned Jen Electric Inc be accepted and that a contract be awarded to said company in the above amount and the Purchasing Director is directed to have such a contract drawn up and executed; and be it further

**RESOLVED**, that upon certification by an official or employee of the City authorized to receive the material pursuant to the contract, that the same has been received and that the requirements of the contract met, then; payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-ET, seq; and be it further

**RESOLVED**, this contract shall be subject to the condition that the vendor/contractor provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et. seq.; and be it further

**RESOLVED**, that the Mayor or Business Administrator is hereby authorized to execute a contract on behalf of the City of Jersey City.

I, Donna Mauer, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution in the Account shown below

Department of Public Works/Div. of Engineering, Traffic & Transportation  
 Account Number: 01-201-26-113-314 P.O # 111169 Temp. Encumb. \$350,000.00  
 Total Contract \$1,563,154.00

Approved by Peter Folgado, RPPS  
 Peter Folgado, Purchasing Director, RPPO, QPA

9.A.9/27/13

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

APPROVED: \_\_\_\_\_

Business Administrator

Corporation Counsel

Certification Required ☐Not Required ☐

APPROVED 9-0

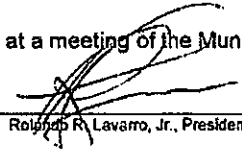
## RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9.25.13

COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

  
 Rolando R. Lavarro, Jr., President of Council

  
 Robert Byrne, City Clerk

**RESOLUTION FACT SHEET**  
**OF BID RECEPTION**

**FULL TITLE OF RESOLUTION:**

**RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO JEN ELECTRIC INC FOR 2013 MAINTENANCE AND REPAIR OF TRAFFIC SIGNALS PROJECT NO. 13-014 FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF ENGINEERING, TRAFFIC AND TRANSPORTATION**

**PERSON AND DEPARTMENT REQUESTING BID RECEPTION:**

Michael Razzoli, Director, Department of Public Works

**PERSON RESPONSIBLE FOR CONDUCTING BID RECEPTION:**

Peter Folgado, Director, Division of Purchasing

**NUMBER OF PROPOSALS PICKED-UP:**

Two (2)

**DATE BIDS WERE PUBLICLY RECEIVED:**

July 18, 2013

**NUMBERS OF BIDS RECEIVED:**

One (1)

**DESCRIBE THE PROGRAM OR PROJECT REQUIRING BIDS:**

Maintenance and Repair Traffic Signals, Project No. 13-014 for the Department of Public Works/Division Engineering, Traffic and Transportation.

**BIDDER'S INFORMATION:**

- A) COMPLETE NAME AND ADDRESS OF ALL BIDDERS
- B) BID RESULTS

Grand Total Bid Price

- 1) Jen Electric Inc  
631 Morris Avenue  
Springfield, NJ 07081

\$1,563,154.00

**BID QUOTATION IS CONSIDERED TO BE FAIR AND REASONABLE:**

**I CERTIFY THAT ALL THE FACTS  
HAVE BEEN PRESENTED**

Date

9.16.13

*Peter Folgado, RPPS*  
Peter Folgado, Director of Purchasing, RPPO, QPA

JEN ELECTRIC 8/2014

# **EEO/AFFIRMATIVE ACTION REQUIREMENTS**

## **Goods, Professional Services and General Service Contracts**

Questions in reference to EEO/AA Requirements For Goods, Professional Services and General Service Contracts should be directed to:

**Jeana F. Abuan**  
Affirmative Action Officer, Public Agency Compliance Officer  
Department of Administration  
Office of Equal Opportunity/Affirmative action  
280 Grove Street Room-103  
Jersey City NJ 07302  
Tel. #201-547- 4533  
Fax# 201-547-5088  
E-mail Address: [abuanJ@jcnj.org](mailto:abuanJ@jcnj.org)



(REVISED 4/13)

**EXHIBIT A**  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)**  
**N.J.A.C. 17:27**

**GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

**EXHIBIT A (Continuation)**

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance))

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

**EXHIBIT A**  
**N.J.S.A. 10:5-31 and N.J.A.C. 17:27**  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**Goods, Professional Services and General Service Contracts**  
**(Mandatory Affirmative Action Language)**

The undersigned vendor further agrees to furnish the required forms of evidence and

understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): Jennifer Daidone

Representative's Signature: Jennifer Daidone

Name of Company: Jen Electric, Inc.

Tel. No.: 973-467-4901

Date: August 5, 2014

APPENDIX A  
AMERICANS WITH DISABILITIES ACT OF 1990  
Equal Opportunity for Individuals with Disability

The contractor and the City of Jersey City (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereunto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature, arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print: Jennifer Daidone  
Representative's Signature: Jennifer Daidone  
Name of Company: Ten Election, Inc.  
Tel. No.: 973-467-4901 Date: Aug 5, 2014

**Minority/Woman Business Enterprise (MWBE)  
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : Jen Electric, Inc.  
Address : 631 Morris Avenue Springfield, NJ 07081  
Telephone No. : 973-467-4901  
Contact Name : Jennifer Daidone

Please check applicable category :

☐ Minority Owned Business (MBE)      ☐ Minority & Woman Owned Business (MWBE)  
☒ Woman Owned business (WBE)      ☐ Neither

**Definitions**

**Minority Business Enterprise**

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

**African American:** a person having origins in any of the black racial groups of Africa

**Hispanic:** a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

**Asian:** a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

**American Indian or Alaskan Native:** a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

**Woman Business Enterprise**

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

**OFFICE OF EQUAL OPPORTUNITY COPY**



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** JEN ELECTRIC, INC.  
**Trade Name:**  
**Address:** 631 MORRIS AVENUE  
SPRINGFIELD, NJ 07081  
**Certificate Number:** 1083561  
**Date of Issuance:** December 27, 2004

**For Office Use Only:**  
20041227112045880



## State of New Jersey

DEPARTMENT OF TRANSPORTATION  
P.O. Box 600  
Trenton, New Jersey 08625-0600

CHRIS CHRISTIE  
*Governor*

JAMES S. SIMPSON  
*Commissioner*

KIM GUADAGNO  
*Lt. Governor*

March 13, 2014

Frank Dobiszewski  
D/ESBE Liaison Officer  
Jen Electric Inc.  
631 Morris Avenue  
Springfield, NJ 07081


Dear Mr. Dobiszewski:

The annual Disadvantaged (D/ESBE) Affirmative Action Plan (AAP) submitted by your firm has been reviewed and found acceptable to this office.

The approval of this plan is in effect for a period of one-year beginning March 13, 2014 and will apply to all Department contracts for which your firm is the low bidder. If any changes arise which affect your plan, please notify us promptly in writing.

Thank you for your cooperation.

Very truly yours,

  
Jeffrey R. Overton, Manager  
Contract Compliance Unit  
Division of Civil Rights and Affirmative Action

JRO:rds

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT** <sup>37745</sup>

Certification

**RENEWAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of

~~15-NOV-2012~~ to ~~15-NOV-2019~~

JEN ELECTRIC, INC.  
631 MORRIS AVE.  
SPRINGFIELD

NJ 07081



Andrew P. Skidmore-Erskoff  
State Treasurer

**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY  
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED  
ON SEPTEMBER 3, 2008**

**PART I - Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Ten Electric, Inc. (name of business entity) has not made any reportable contributions in the \*\*one-year period preceding \_\_\_\_\_ (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract Ten Electric, Inc. (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

**PART II - Signature and Attestation:**

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Ten Electric, Inc.

Signed Jennifer Daidone Title: President

Print Name: Jennifer Daidone Date: August 5, 2014

Subscribed and sworn before me  
this 5<sup>th</sup> day of Aug, 2014.

My Commission expires:

Frank D. Dobiszewski

**FRANK D. DOBISZEWSKI**  
NOTARY PUBLIC, STATE OF NEW JERSEY  
My Commission Expires April 30, 2018

Jennifer Daidone  
(Affiant)  
Jennifer Daidone Pres.  
(Print name & title of affiant) (Corporate Seal)

\*\*Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.



# BUSINESS ENTITY DISCLOSURE CERTIFICATION

FOR NON-FAIR AND OPEN CONTRACTS

Required Pursuant To N.J.S.A. 19:44A-20.8

CITY OF JERSEY CITY

## Part I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <name of business entity> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding (date of award scheduled for approval of the contract by the governing body) to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the <name of entity of elected officials> as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Election Fund for Steven Fulop (2013)	Councilperson Frank Gajewski
Team Fulop	Councilperson Khemraj "Chico" Ramchal
Team Fulop Runoff	Councilperson Richard Boggiano
Lavarro for Council	Councilperson Michael Yun
Councilperson Joyce E. Watterman	Councilperson Candice Osborne
Councilperson Daniel Rivera	Councilperson Diane Coleman

## Part II - Ownership Disclosure Certification

☒ I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

- ☐ Partnership ☐ Corporation ☐ Sole Proprietorship ☒ Subchapter S Corporation  
☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

Name of Stock or Shareholder	Home Address
Jennifer Daidone	40 Wood Rd Morris Township, NJ 07960

## Part 3 - Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Jen Electric, Inc.

Signed: Jennifer Daidone

Title: President

Print Name: Jennifer Daidone

Date: August 5, 2014

Subscribed and sworn before me this 5<sup>th</sup> day of

August, 2014

My Commission expires:

Jennifer Daidone

(Affiant)

Jennifer Daidone Pres.  
(Print name & title of affiant) (Corporate Seal)

FRANK D. DOBISZEWSKI  
NOTARY PUBLIC, STATE OF NEW JERSEY  
My Commission Expires April 30, 2018

## C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

**This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.**

## Part I – Vendor Information

Vendor Name:	Jen Electric, Inc		
Address:	631 Morris Avenue		
City:	Springfield	State:	NJ
		Zip:	07081

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Jennifer Davdine  
Signature

Tennifer Daidone  
Printed Name

Resident

## Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

[illegible]☐ Check here if the information is continued on subsequent page(s)

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14.604

Agenda No. 10.N

Approved: SEP 10 2014

TITLE:



**RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO MORPHOTRAK INC. FOR THE PURCHASE AND INSTALLATION OF A MORPHOTRAK PORTABLE LIVE SCAN SYSTEM FOR THE OFFICE OF EMERGENCY MANAGEMENT & HOMELAND SECURITY FUNDED THROUGH FY 13 URBAN AREA SECURITY INITIATIVE GRANT (UASI)**

**COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:**

**WHEREAS**, the MorphoTrak Portable Live Scan System is an advanced system that quickly and easily captures high quality images to assist with the mission critical to operations of law enforcement agencies. This Live Scan solution incorporates a wide variety of finger and palm print acquisition tools to support functionality within a variety of space and power limitations criminal booking, sexual offender registration, civil applicant and background checks; and

**WHEREAS**, N.J.S.A. 40A:11-12. of the Local Public Contracts Law authorizes municipalities to use a State Contract and N.J.A.C. 5:34-7.29 requires City Council authorization for contracts exceeding \$36,000.00; and

**WHEREAS**, funding this purchase is an allowable expense under the FY-13 Department of Homeland Security Urban Area Security Initiative at no expense to the City; and

**WHEREAS**, MorphoTrak, Inc. 3 Washington Square, Albany, New York 12205 is in possession of State Contract No. A81520, submitted a proposal for **Portable Live Scan System and Installation**; and

**WHEREAS**, funds are available for this contract in the **Federal & State Grant Fund**;

Account	P.O. #	State Contract	Total Contract
02-213-40-372-314	114426	A81520	\$40,674.27

**WHEREAS**, the City Purchasing Agent has certified that he considers said proposal to be fair and reasonable; and

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that the said proposal of the aforementioned MorphoTrak, Inc., be accepted and that a contract be awarded to said company in the above amount, and the Director of Purchasing is directed to have such a contract drawn up and executed; and be it further

**RESOLVED**, that upon certification by an official or employee of the City authorized to receive the material pursuant to the contract, that the same has been received and that the requirements of the contract met, then; payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et. seq; and be it further

**RESOLVED**, that the Mayor or Business Administrator is hereby authorized to execute a contract on behalf of the City of Jersey City.

(Continued on Page 2)

City Clerk File No. Res. 14.604Agenda No. 10.N SEP 10 2014

TITLE:

**RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO MORPHOTRAK INC.  
FOR THE PURCHASE AND INSTALLATION OF A MORPHOTRAK PORTABLE LIVE  
SCAN SYSTEM FOR THE OFFICE OF EMERGENCY MANAGEMENT & HOMELAND  
SECURITY FUNDED THROUGH FY 13 URBAN AREA SECURITY INITIATIVE GRANT  
(UASI)**

I, Donna Mauer, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution in account 02-213-40-272-314.

Account	P.O. #	State Contract	Total Contract
02-213-40-372-314	114426	A81520	\$40,674.27

Approved by Peter Folgado, Director of Purchasing, RPPO, QPA

PF/pv  
8/15/14

APPROVED: \_\_\_\_\_

APPROVED: \_\_\_\_\_

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☒Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9.10.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMEN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando B. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

**RESOLUTION FACT SHEET – NON-CONTRACTUAL**

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Ordinance/Resolution**

**RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO MORPHOTRAK INC. FOR THE PURCHASE AND INSTALLATION OF PORTABLE LIVE SCAN SYSTEM FOR THE OFFICE OF EMERGENCY MANAGEMENT & HOMELAND SECURITY FUNDED THROUGH FY 13 URBAN AREA SECURITY INITIATIVE GRANT (UASI)**

**Initiator**

Department/Division	OEM/Homeland Security	
Name/Title	W. Greg Kierce	Director
Phone/email	201 547-5681	wkierce@njcps.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Resolution Purpose**

The purpose of this Council Resolution is to authorize the purchase of a Morpho Trak system for the Jersey City Police Department Bureau of Criminal Identification (JCPDCI).

MorphoTrak is an innovative Automated Biometric Identification System, providing real-time identification of suspects and criminals. This powerful and leading-edge AFIS is based upon Morpho's profound level of biometric expertise. MorphoTrak provides the technology and performance trusted by FBI NGI for 10-print, latent, and RISC fast-ID matching as well as rapid DNA identification.

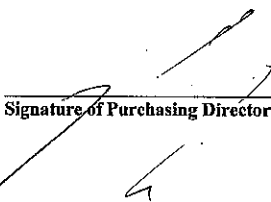
This system will provide enhanced capabilities related to identification of criminal subjects, as well victims associated with man-made and natural disasters.

This proposed purchase is funded thru the FY-13 Urban Area Security Initiative.

I certify that all the facts presented herein are accurate.

  
\_\_\_\_\_  
Signature of Department Director

8/19/14  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Signature of Purchasing Director

8/22/14  
\_\_\_\_\_  
Date



1250 North Tustin Avenue  
Anaheim, CA 92807  
Fax (714) 238-2049

August 13, 2014

Mr. W. Greg Kierce  
Director  
Office of Emergency Management & Homeland Security  
City of Jersey City  
Tel: (201) 547-5681  
Email: [wkierce@njcps.org](mailto:wkierce@njcps.org)

**State of New Jersey  
Trusted Identification  
Partner for 25 Years**

Reference No. MTNJ-LI10513-01B

Dear Mr. Kierce:

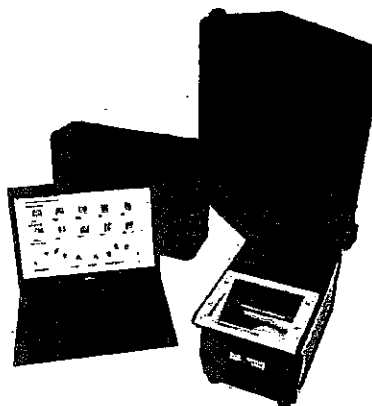
MorphoTrak is pleased to provide City of Jersey Office of Emergency Management & Homeland Security with the following proposal for MorphoTrak LiveScan System for the Jersey City Police Department Bureau of Criminal Identification. Since 1989, MorphoTrak has been the State of New Jersey AFIS provider. In 2012, MorphoTrak was awarded the State of New Jersey Livescan Contract # A81520.

*Please note the purchase price of all livescan configurations includes on-site installation, training, three (3) years of next-day on-site support with corrective maintenance and parts replacement.*

**MorphoTrak's fully integrated LiveScan solution provides Jersey City Police Department all of the following features and benefits:**

- ◆ Single-source vendor for all components of the LiveScan solution, including the AFIS interface
- ◆ Integrated Palmprint Capture ensures compliance with the Federal Sex Offender Registry and Notification Act (SORNA)
- ◆ Digital image capture of upper, lower and writer's palms, slaps and rolls
- ◆ Fingerprinting and mugshot capture seamlessly integrated into the same interface
- ◆ Certification to the FBI's Electronic Fingerprint Transmission Specifications
- ◆ Full compliance with New Jersey State AFIS, FBI IAFIS/NGI EBTS and ANSI/NIST image standards
- ◆ All livescan configurations includes on-site installation and training
- ◆ Purchase price includes 3 years of next-day on-site support and parts replacement
- ◆ Eliminate all RFP associated costs by purchasing livescan system off the State of New Jersey State Contract

*Tenprint/Palmprint Capture Model shown*





**Tenprint/Palmprint capture with Integrated Mug Photo - Portable Table 1**

New Jersey Comm. Code	Qty	GSA Sched #	Description	Unit Price
204-96-083967	1	TPL5- OPT008-00	Live Scan System Portable to include: <ul style="list-style-type: none"> <li>♦ Live Scan Station Application Software License</li> <li>♦ Tenprint/Palmprint 500PPI Scanner</li> <li>♦ Laptop</li> <li>♦ Signature Capture Pad</li> <li>♦ NJ specific transmission Software</li> <li>♦ Integrated Mug Photo Capture</li> </ul> <b>Warranty:</b> 1 Year On-site <i>Advantage</i> Solution, 9X5 (Year 1) <b>Maintenance:</b> 2 additional Years - On-site <i>Advantage</i> Solution, 9X5 (Year 2-3)	\$33,742.00
204-96-083970	1	TPL0- DFCP00-01	Duplex Fingerprint Card Printer to include: <ul style="list-style-type: none"> <li>♦ Network capability</li> <li>♦ Duplex for double-sided card printing</li> </ul> <b>Warranty:</b> 1 Year On-site <i>Advantage</i> Solution, 9X5 (Year 1)	\$2,073.55
			Installation / On-site Training Freight	Included
			<b>TOTAL</b>	<b>\$35,815.55</b>
<b>Annual Maintenance Pricing</b>				
		TPL5- OPT008-0M	Starting in Year 4 – Live Scan System Portable Maintenance: On-site <i>Advantage</i> Solution, 9X5	\$3,961.00
			Starting in Year 2 – Duplex Fingerprint Card Printer Maintenance: On-site <i>Advantage</i> Solution, 9X5	\$299.24

MorphoTrak's Standard Warranty and Maintenance support includes remote dial in AND on-site support services.

Shipment is approximately 30 days after MorphoTrak receipt of purchase order.

*Livescan System pricing includes a 1 year warranty and 2 additional years of annual maintenance. Annual Maintenance pricing shown is for Year 4.*

#### Customer Responsibilities

Jersey City Police Department is responsible for the following:

- ♦ Providing necessary facility resources required for equipment installation and operation including access, space, environmental control, electrical power and networking.
- ♦ Network communications: To obtain and maintain the required transmission lines and hardware for remote communications to and from the necessary agencies (To/from NJSP).
- ♦ Obtaining all required authorizations and permissions for connecting to New Jersey State Police (NJSP) AFIS. This includes establishing a network connection and user agreement with NJSP

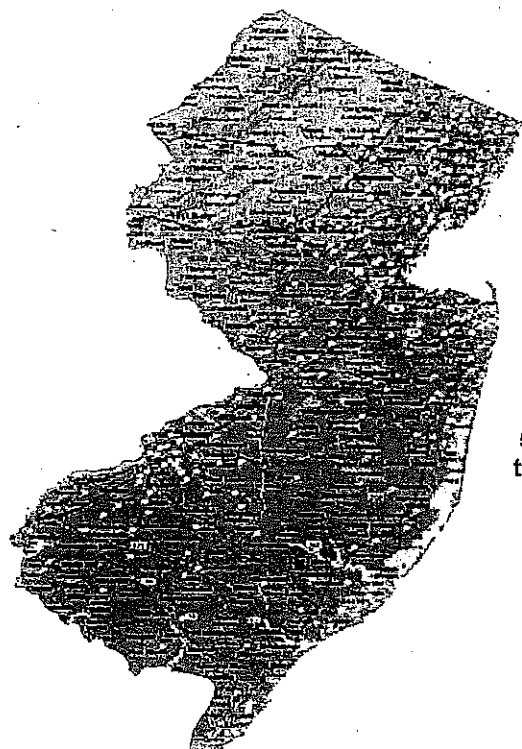
#### Assumptions

In developing this proposal, MorphoTrak has made the following assumptions:

- ♦ Should Jersey City Police Department desire or require the ability to interface the proposed MorphoTrak Livescan with an RMS, MorphoTrak will provide AGENCY an Interface Control Document (ICD) in which the Jersey City Police Department RMS vendor can use to ensure compliance for the interface. If it is determined that the RMS cannot meet the requirements of the ICD, MorphoTrak can analyze and quote any specific development needs required to establish the interface between the proposed MorphoTrak Livescan and the Jersey City Police Department RMS.
- ♦ An inter-agency agreement between Jersey City Police Department and NJSP will be in place.



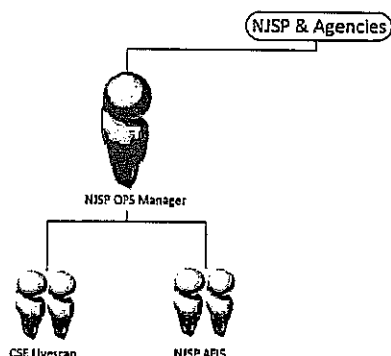
## State of New Jersey Trusted Identification Partner for 25 Years



MorphoTrak has been the sole provider of the AFIS System in place at the New Jersey State Police since 1989. MorphoTrak is the only vendor who can deliver a Livescan system that is 100% compatible with the NJSP system. In fact, MorphoTrak Livescan systems use the same AFIS quality checking algorithms to ensure Jersey City Police Department can submit the highest-quality prints to NJSP and FBI IAFIS/NGL.

Figure 1 shows a map of the state of New Jersey with MorphoTrak Livescan installations.

**500+ MorphoTrak Livescans installed in the State of New Jersey**



MorphoTrak's *In-State Support Organization* is dedicated solely to the support of New Jersey customers. Our Organization includes both a LiveScan Support Team and an AFIS Support Team managed by the MorphoTrak Operations Manager who is also located in New Jersey.

MorphoTrak's approach to in-state support is demonstrated by our commitment to provide field resources that are located in close proximity to our customer sites. This reinforces MorphoTrak's on-going commitment to customer satisfaction and the delivery of the highest level of support in the industry.

Figure 2 MorphoTrak's dedicated in-State New Jersey Support Team

***In 2013 MorphoTrak's New Jersey Support Organization resolved 99% of all livescan service calls within 24 hours.***





- ♦ Jersey City Police Department will provide all necessary communication to connect to NJSP. This includes, but is not limited to hubs, routers, modems, etc.
- ♦ On-site Installation Services will be scheduled after Network connectivity to NJSP has been established and verified.

Installation is contingent upon Jersey City Police Department establishing a network connection and user agreement with the New Jersey State Police. Jersey City Police Department will be responsible for the purchase and installation of all necessary external communications equipment and electrical wiring of the facilities. The NJSP's permission is required for access to their AFIS network.

The MugPhoto system interfaces directly with the LiveScan Booking System. Front and side profile mug shots are captured through the LiveScan Software and transmitted to the New Jersey State Police's mug shot database at the same time as the tenprint fingerprint card transmission. These mug shots can then be accessed through an SBI# from a CJIS terminal. The MugPhoto System features software-driven zooming (in/out) as well as an automated facial cropping feature with the option of manual cropping. The MugPhoto System allows for the capture of front and profile mug shots only (no scars/marks/tattoos) which are then transmitted with the electronic tenprint card, stored in a New Jersey State Police mug shot database, and can be retrieved locally via the Jersey City Police Department CJIS terminal. An interface can be set up to store the mug shots locally, but the majority of the work in setting up this type interface will need to be completed by Jersey City Police Department IT staff. MorphoTrak can transmit the ANSI/NIST records to a local Jersey City Police Department -specified e-mail address/server in addition to sending the transmission to the New Jersey State Police. The extraction and storage of the mug shots from the ANSI/NIST records is solely the responsibility of Jersey City Police Department.

Prices are exclusive of any and all state, or local taxes, or other fees or levies. Customer payments are due to MorphoTrak within twenty days after the date of the invoice.

**Proposal Expiration: November 30, 2014**

Purchase orders should be sent to MorphoTrak by electronic mail, facsimile or United States mail. Please direct all order questions and correspondence, including Purchase Order, to: Jayne Goodall, MorphoTrak, LLC, 1250 North Tustin Avenue, Anaheim, California 92807; Tel: (714) 575-2956; Fax: (714) 238-2049; Email: [jayne.goodall@morpho.com](mailto:jayne.goodall@morpho.com).

We look forward to working with you.

Sincerely,

Barry Fisher  
Senior Sales Director

**MorphoTrak  
2014 Customer  
Satisfaction  
survey, 94% of  
our customers  
rated themselves  
"Satisfied" or  
"Very Satisfied"**



## Advantage Solution Support – New Jersey

The following table provides a summary of the maintenance services and support available during warranty and following warranty expiration. Initial warranty period is 3 years from the date of installation.

Support Features	Warranty Period	Post Warranty
<b>Software Support 24x7</b>	<b>Included in Warranty</b>	<b>Available for purchase</b>
Unlimited Telephone Technical Support	√	√
1 Hour Telephone Response Time	√	√
Remote Dial-in Analysis	√	√
Software Standard Releases	√	√
Software Supplemental Releases	√	√
Automatic Call Escalation	√	√
Software Customer Alert Bulletins	√	√
<b>Hardware Support – On-site 9X5 (8 am-5 pm M-F) Customer Local Time</b>	<b>Included in Warranty</b>	<b>Available for purchase</b>
On-Site Response	4-hours	√
On-Site Corrective Maintenance	√	√
On-Site Parts Replacement	√	√
Preventive Maintenance	√	√
Escalation Support	√	√
Hardware Service Reporting	√	√
Hardware Customer Alert Bulletins	√	√
<b>Parts Support</b>	<b>Included in Warranty</b>	<b>Available for purchase</b>
Advanced Exchange Parts Replacement	√	√
Telephone Technical Support for Parts Replacement	√	√
Parts Customer Alert Bulletins	√	√



## Attachment A

### Terms

Additional engineering effort by MorphoTrak beyond the scope of the standard product will be quoted at a firm fixed price based on our current service rates in effect at the time of the change, plus any related travel or administrative expenses. Assistance with training and questions for Jersey City Police Department database or any programming, scripting, or review of programs beyond work quoted above are excluded from this offer. MorphoTrak assumes that organizations requesting these utilities have advanced programming expertise and will assume all responsibility for the deployment and support of the final application.

MorphoTrak reserves the right to substitute hardware of equal value with equal or better capability, based upon market availability. If, however, such equipment is unavailable, MorphoTrak will make its best effort to provide a suitable replacement.

Purchase orders should include the reference **New Jersey State Contract # A81520 / MorphoTrak GSA Contract #GS-35F-0523U, Schedule 70** and should be sent to MorphoTrak by electronic mail, facsimile or United States mail. Please direct all questions and order correspondence, including Purchase Order, to:

Jayne Goodall  
MorphoTrak  
1250 North Tustin Avenue  
Anaheim, California 92807  
Tel: (714) 575-2956  
Fax: (714) 238-2049  
Email: jayne.goodall@morpho.com

Product purchase shall be governed by **New Jersey State Contract # A81520 / MorphoTrak GSA Contract #GS-35F-0523U, Schedule 70**. No subsequent Purchase Order can override such terms. Nothing additional shall be binding upon MorphoTrak unless a subsequent agreement is signed by both parties. Firm delivery schedules will be provided and order fulfillment will commence upon receipt of Purchase Order from City of Jersey City Office of Emergency Management & Homeland Security.



## New Jersey Division of Revenue

Revenue

NJBGS

# On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 0091694 FOR MORPHOTRAK, INC. IS VALID.

State of New Jersey  
Department of the Treasury

— Division of Purchase and Property —

Governor Chris Christie • Lt. Governor Kim Guadagno

Search 

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## TERM CONTRACT SEARCH BY TNUMBER

[Click Here](#) to search more Term Contracts

T-Number	Title	Vendor	Contract #
G9002 12-r -22646	10 PRINT LIVE SCAN SYSTEM	MORPHOTRAK INC	81520
TOP			

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**Notice of Award  
Term Contract(s)****G-9002  
10 PRINT LIVE SCAN SYSTEM**

Vendor Information
By Vendor
Email to MARK GILBERT

**Downloadable NOA Documents**  
(Please utilize scroll bar on right side of box if necessary to view all documents)Download All Documents

- State Contract Manager Adobe PDF (8 kb)
- Amendment #1 - Price Decrease Adobe PDF (19 kb)
- Amendment #2 - Price Decrease Adobe PDF (14 kb)

&lt; &gt;

The **Download All Documents** hyperlink will place compressed files on your computer. Files may be unzipped and viewed using WinZip. The evaluation version is available for free. [Click here](#) to learn more about WinZip or to download the latest version from the WinZip web site.

Forms in this section are stored in Adobe Acrobat (PDF) format. PDF formatted documents appear the same as the original printed forms. To view and print these forms, you must have a PDF viewer which is available free from Adobe. [Click here](#) to learn more about Adobe Acrobat or to download the latest version of the Adobe Acrobat viewer from the Adobe Web site.

**NOAs By Number****NOAs By Title****Search NOAs**

<b>Index #:</b>	G-9002
<b>Contract #:</b>	81520
<b>Contract Period:</b>	FROM: 06/01/12 TO: 05/31/15
<b>Applicable To:</b>	ALL STATE AGENCIES
<b>Cooperative Purchasing:</b>	POLITICAL SUBDIVISIONS*
<b>Vendor Name &amp; Address:</b>	MORPHOTRAK INC 3 WASHINGTON SQUARE ALBANY, NY 12205
<b>For Procurement Bureau Use:</b>	
<b>Solicitation #:</b>	22646
<b>Bid Open Date:</b>	00/00/00
<b>CID #:</b>	

<b>Commodity Code:</b>	-
<b>Set-Aside:</b>	NONE

**CONDITIONS AND METHODS OF OPERATION**

Multi-Source Contracts: State Agencies and Cooperative Purchasing partners should review each vendor's product/service and prices carefully and place orders in accordance with the terms and conditions of the contract. Note that

A. Delivery: All prices F.O.B. Destination

B. Method of Operation - State Agencies Only:

**Issue an agency purchase order to the appropriate contract vendor(s).**

**\*IMPORTANT: POLITICAL SUBDIVISION & OTHER COOPERATIVE PURCHASING PARTICIPANTS**

In accordance with N.J.S.A. 40A:11-11(5), N.J.S.A. 52:25-16.1 et seq. and N.J.A.C. 5:34-1.7, all Cooperative Purchasing Program participants are responsible for ensuring that the Purchase Order issued reflects the correct contract item pricing and that payment is processed accordingly. Note that only these items/services specified in the applicable State contract(s) may be purchased from the contract vendor(s) of record. Cooperative Purchasing participants assume full responsibility for all purchase transactions issued through State contracts, including Purchase Orders, delivery compliance, and payments.

Questions, problems or complaints related to Cooperative Purchasing contact:

Cooperative Purchasing Coordinator  
PO Box 230  
Trenton, NJ 08625  
(609) 984-7047

**In the event of an emergency, contact the following in the order listed:**

MARK GILBERT	PROCUREMENT SPECIALIST	609-292-6648
KRISTI THOMAS	PROCUREMENT SPECIALIST SUPERVISOR	609-984-1327
ROBERT SHARBAUGH	ASSISTANT DIRECTOR	609-777-0206
	<b>PUB DATE:</b>	<b>06/16/14</b>

**VENDOR INFORMATION**

<b>Vendor Name &amp; Address:</b>	MORPHOTRAK INC 3 WASHINGTON SQUARE ALBANY, NY 12205
<b>Contact Person:</b>	SUSAN NOISSEAU
<b>Contact Phone:</b>	518-452-3502
<b>Order Fax:</b>	000-000-0000
<b>Contract#:</b>	81520
<b>Expiration Date:</b>	05/31/15
<b>Terms:</b>	NONE
<b>Delivery:</b>	30 DAYS ARO
<b>Small Business Enterprise:</b>	NO
<b>Minority Business Enterprise:</b>	NO
<b>Women Business Enterprise:</b>	NO
<b>Cooperative Purchasing *:</b>	YES
<b>* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?</b>	

**CONTRACT ITEMS/SERVICES BY VENDOR**

<b>Vendor:</b> MORPHOTRAK INC		<b>Contract Number:</b> 81520			
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00001	COMM CODE: 204-96-083960 [COMPUTER HARDWARE AND PERIPHERALS FOR...]  ITEM DESCRIPTION: 10 PRINT DESKTOP LIVE SCAN SYSTEM 500PPI ALL INCLUSIVE PRICE FOR AN FBI CERTIFIED 500 PPI 10 PRINT LIVE SCAN DESKTOP SYSTEM INCLUDING ALL HARDWARE, NJ	1.000	EACH	N/A	\$17160.00000

	SPECIFICATIONS. ***EACH ADDITIONAL YEAR OF MAINTENANCE POST WARRANTY = \$3,770 PER YEAR*** DELIVERY: 30 DAYS ARO				
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00008	COMM CODE: 204-96-083967 [COMPUTER HARDWARE AND PERIPHERALS FOR...]  ITEM DESCRIPTION: 10 PRINT TRANSPORTABLE LIVE SCAN SYSTEM 500 PPI W/ INTEGRATED PALM CAPTURE AND MUG PHOTO CAPABILITIES. ALL INCLUSIVE PRICE FOR AN FBI CERTIFIED 500 PPI 10 PRINT LIVE SCAN TRANSPORTABLE SYSTEM EQUIPPED WITH PALM CAPTURE AND MUG PHOTO CAPTURE CAPABILITIES INCLUDING ALL HARDWARE, CARRYING CASE, CAMERA MOUNTING HARDWARE, NJ SPECIFIC TRANSMISSION SOFTWARE, LICENSING, TRAINING, INSTALLATION, MANUALS, ONE YEAR ON SITE PARTS AND LABOR WARRANTY, AND TWO YEARS POST WARRANTY HARDWARE AND SOFTWARE MAINTENANCE AS PER THE BID SPECIFICATIONS. ***EACH ADDITIONAL YEAR OF MAINTENANCE POST WARRANTY = \$3,961 PER YEAR*** DELIVERY: 30 DAYS ARO	1.000	EACH	N/A	\$33742.00000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00009	COMM CODE: 204-96-083968 [COMPUTER HARDWARE AND PERIPHERALS FOR...]  ITEM DESCRIPTION: MUG PHOTO UPGRADE ALL INCLUSIVE PRICE FOR ONE DIGITAL MUG PHOTO DEVICE UPGRADE TO A PRE-EXISTING 10 PRINT LIVE SCAN SYSTEM INCLUDING ALL HARDWARE, CAMERA MOUNTING HARDWARE, NJ SPECIFIC TRANSMISSION SOFTWARE, LICENSING, TRAINING, INSTALLATION, MANUALS, AND ONE YEAR ON SITE PARTS AND LABOR WARRANTY, AND TWO YEARS POST WARRANTY HARDWARE AND SOFTWARE MAINTENANCE AS PER THE BID SPECIFICATIONS. ONLY FOR DESKTOP AND TRANSPORTABLE VERSION. ***EACH ADDITIONAL YEAR OF	1.000	EACH	N/A	\$3352.00000



	MAINTENANCE POST WARRANTY = \$276 PER YEAR*** DELIVERY: 30 DAYS ARO				
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00010	COMM CODE: 204-96-083969 [COMPUTER HARDWARE AND PERIPHERALS FOR...]  ITEM DESCRIPTION: PALM CAPTURE UPGRADE ALL INCLUSIVE PRICE FOR ONE PALM CAPTURE CAPABILITY UPGRADE TO A PRE -EXISTING 10 PRINT LIVE SCAN SYSTEM INCLUDING ALL HARDWARE, SOFTWARE, TRAINING, INSTALLATION, MANUALS, AND ONE YEAR ON SITE PARTS AND LABOR AND LABOR WARRANTY, AND TWO YEARS POST WARRANTY HARDWARE AND TWO YEARS POST WARRANTY MAINTENANCE. ONLY FOR DESKTOP AND TRANSPORTABLE VERSION. ***EACH ADDITIONAL YEAR OF MAINTENANCE POST WARRANTY = \$1,800 PER YEAR*** DELIVERY: 30 DAYS ARO	1.000	EACH	N/A	\$18600.00000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00011	COMM CODE: 204-96-083970 [COMPUTER HARDWARE AND PERIPHERALS FOR...]  ITEM DESCRIPTION: DUPLEX FINGERPRINT CARD PRINTER ALL INCLUSIVE PRICE FOR ONE CERTIFIED, NETWORK CAPABLE, DUPLEX FINGERPRINT CARD PRINTER CAPABLE OF PRINTING DOUBLE-SIDED FINGERPRINT CARDS. ***EACH ADDITIONAL YEAR OF MAINTENANCE POST WARRANTY = \$299.24 PER YEAR*** DELIVERY: 30 DAYS ARO	1.000	EACH	N/A	\$2073.55000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00012	COMM CODE: 204-10-083971 [COMPUTER HARDWARE AND PERIPHERALS FOR...]  ITEM DESCRIPTION: 10 PRINT RUGGEDIZED CABINET (FIXED HEIGHT) LIVE SCAN SYSTEM 500 PPI ALL INCLUSIVE PRICE FOR AN FBI CERTIFIED 500 PPI 10 PRINT LIVE SCAN RUGGEDIZED CABINET (FIXED HEIGHT) SYSTEM INCLUDING ALL HARDWARE, NJ SPECIFIC TRANSMISSION	1.000	EACH	N/A	\$23552.00000

	SOFTWARE, LICENSING, MAINTENANCE, SUPPORT, UPGRADES, ETC., EACH ADDITIONAL YEAR SOFTWARE MAINTENANCE FOR A LIVE SCAN SYSTEM (#1 ABOVE). DELIVERY: 30 DAYS ARO				
LINE#	DESCRIPTION/MFGR/BRAND	EST - QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00021	COMM CODE: 204-96-083980 [COMPUTER HARDWARE AND PERIPHERALS FOR...]  ITEM DESCRIPTION: ***ADDITIONAL YEARLY MAINTENANCE*** LIVE SCAN SYSTEM W/MUG PHOTO: ONE(1) ADDITIONAL YEAR HARDWARE AND SOFTWARE MAINTENANCE. ALL INCLUSIVE PRICE FOR ONE ADDITIONAL YEAR OF ALL HARDWARE, SOFTWARE, LICENSING, MAINTENANCE, SUPPORT, UPGRADES, ETC., EACH ADDITIONAL YEAR SOFTWARE MAINTENANCE FOR A LIVE SCAN SYSTEM W/MUG PHOTO (#2 ABOVE). DELIVERY: 30 DAYS ARO	1.000	YEAR	N/A	\$2266.00000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00022	COMM CODE: 204-96-083981 [COMPUTER HARDWARE AND PERIPHERALS FOR...]  ITEM DESCRIPTION: ***ADDITIONAL YEARLY MAINTENANCE*** LIVE SCAN SYSTEM W/PALM CAPTURE: ONE(1) ADDITIONAL YEAR HARDWARE AND SOFTWARE MAINTENANCE. ALL INCLUSIVE PRICE FOR ONE ADDITIONAL YEAR OF ALL HARDWARE, SOFTWARE, LICENSING, MAINTENANCE, SUPPORT, UPGRADES, ETC., EACH ADDITIONAL YEAR SOFTWARE MAINTENANCE FOR A LIVE SCAN SYSTEM W/ PALM CAPABILITIES (#3 ABOVE). DELIVERY: 30 DAYS ARO	1.000	YEAR	N/A	\$3533.00000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00023	COMM CODE: 204-96-083982 [COMPUTER HARDWARE AND PERIPHERALS FOR...]  ITEM DESCRIPTION: ***ADDITIONAL YEARLY MAINTENANCE*** LIVE SCAN SYSTEM W/MUG PHOTO AND PALM CAPTURE: ONE(1) ADDITIONAL YEAR HARDWARE AND SOFTWARE	1.000	YEAR	N/A	\$3725.00000


	MAINTENANCE. ALL INCLUSIVE PRICE FOR ONE ADDITIONAL YEAR OF ALL HARDWARE, SOFTWARE, LICENSING, MAINTENANCE, SUPPORT, UPGRADES, ETC., EACH ADDITIONAL YEAR SOFTWARE MAINTENANCE FOR A LIVE SCAN SYSTEM W/ MUG PHOTO AND PALM CAPABILITIES (#4 ABOVE). DELIVERY: 30 DAYS ARO				
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00024	COMM CODE: 204-96-083983 [COMPUTER HARDWARE AND PERIPHERALS FOR...]  ITEM DESCRIPTION: ***ADDITIONAL YEARLY MAINTENANCE*** MUG PHOTO CAPTURE UPGRADE MAINTENANCE, ONE(1) ADDITIONAL YEAR. ANNUAL MAINTENANCE PER MUG PHOTO CAPTURE UNIT UPGRADE ON A PRE-EXISTING 10 PRINT LIVE SCAN SYSTEM. DELIVERY: 30 DAYS ARO	1.000	YEAR	N/A	\$276.00000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00025	COMM CODE: 204-96-083984 [COMPUTER HARDWARE AND PERIPHERALS FOR...]  ITEM DESCRIPTION: ***ADDITIONAL YEARLY MAINTENANCE*** PALM CAPTURE UPGRADE MAINTENANCE ONE(1) ADDITIONAL YEAR. ANNUAL MAINTENANCE PER PALM CAPTURE UNIT UPGRADE ON A PRE- EXISTING 10 PRINT LIVE SCAN SYSTEM. DELIVERY: 30 DAYS ARO	1.000	YEAR	N/A	\$1800.00000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00026	COMM CODE: 204-96-083985 [COMPUTER HARDWARE AND PERIPHERALS FOR...]  ITEM DESCRIPTION: ***TRAINING*** ADDITIONAL LIVE SCAN TRAINING (\$1,200 FOR 4 HOURS). ALL INCLUSIVE PRICE FOR ADDITIONAL TRAINING UP TP 10 TRAINEES PER ORDER OF A LIVE SCAN WORKSTATION. DELIVERY: 30 DAYS ARO	1.000	EACH	N/A	\$1200.00000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00027	COMM CODE: 204-96-083986 [COMPUTER HARDWARE AND PERIPHERALS FOR...]  ITEM DESCRIPTION: ***TRAINING***	1.000	EACH	N/A	\$1000.00000

	ADDITIONAL MUG PHOTO TRAINING (\$1,000 FOR 2 HOURS). ALL INCLUSIVE PRICE FOR ADDITIONAL TRAINING UP TO 10 TRAINEES PER ORDER OF A MUG PHOTO DEVICE. DELIVERY: 30 DAYS ARO				
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00028	COMM CODE: 204-96-083987 [COMPUTER HARDWARE AND PERIPHERALS FOR...]  ITEM DESCRIPTION: ***TRAINING*** ADDITIONAL PALM CAPTURE TRAINING (\$1,000 FOR 2 HOURS). ALL INCLUSIVE PRICE FOR TRAINING UP TO 10 TRAINEES PER ORDER OF THE PALM CAPTURE CAPABILITY. DELIVERY: 30 DAYS ARO	1.000	EACH	N/A	\$1000.00000



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# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14.605

Agenda No. 10.0

Approved: SEP 10 2014

TITLE:



**RESOLUTION AUTHORIZING AN EXTENSION OF A CONTRACT WITH CHUK'S PROFESSIONAL CLEANING INC. TO PROVIDE JANITORIAL SERVICES AT THE PUBLIC SAFETY COMMUNICATION BUILDING NOT TO EXCEED THREE (3) MONTHS EFFECTIVE AS OF AUGUST 17, 2014 FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF BUILDINGS AND STREET MAINTENANCE**

COUNCIL  
ADOPTION OF THE FOLLOWING RESOLUTION:

OFFERED AND MOVED

**WHEREAS**, Resolution No. 10-464, approved on April 14, 2010, awarded one-year contract in the total amount of \$48,600.00 to Chuk's Professional Cleaning for janitorial services at the public safety communication building for the City of Jersey City (City), Department of Public Works / Division of Buildings and Street Maintenance; and

**WHEREAS**, the bid specifications provided the City with the option to renew the contract for up to two (2) additional one year terms, with the renewal contract prices being the preceding year's contract prices as adjusted according to the Federal Consumer Price Index published by the Bureau of Labor Statistics in the months of February 2011 to February 2012; and

**WHEREAS**, Resolution No. 11-492, approved on July 20, 2011, exercised the first option to renew the contract for the total amount of \$49,572.00; and

**WHEREAS**, although there was a second option remaining to renew for an additional year, the City revised the Living Wage Ordinance in July 2012 and desired to rebid the contract based on the revised Living Wage Ordinance; and

**WHEREAS**, Resolution No. 12-562, approved on July 18, 2012, authorized an extension of the contract while the City revised the bid specifications so that they comply with the Revised Living Wage Ordinance; and

**WHEREAS**, Resolution No. 13-140, approved on February 27, 2013, authorized a second extension of the contract while the City revised the bid specifications so that they comply with the Revised Living Wage Ordinance; and

**WHEREAS**, Resolution No. 13-637, approved on September 11, 2013, authorized a third extension of the contract while the City revised the bid specifications so that they comply with the Revised Living Wage Ordinance; and

**WHEREAS**, Resolution No. 14-159, approved on March 12, 2014, authorized a fourth extension of the contract while the City revised the bid specifications so that they comply with the Revised Living Wage Ordinance; and

**WHEREAS**, it is necessary to extend the janitorial services contract on a month to month basis not to exceed three (3) months effective as of August 17, 2014 while the City advertises and accepts bids based on the revised bid specifications; and

**WHEREAS**, the total cost of the contract extension is twenty thousand dollars and zero cents (\$20,000.00); and

**WHEREAS**, funds in the amount of \$5,000.00 are available in the Division of Buildings and Street Maintenance Operating Account No. 14-01-201-26-291-314.

(Continued on page 2)

TITLE: **RESOLUTION AUTHORIZING AN EXTENSION OF A CONTRACT WITH CHUK'S PROFESSIONAL CLEANING INC. TO PROVIDE JANITORIAL SERVICES AT THE PUBLIC SAFETY COMMUNICATION BUILDING NOT TO EXCEED THREE (3) MONTHS EFFECTIVE AS OF AUGUST 17, 2014 FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF BUILDINGS AND STREET MAINTENANCE**

**WHEREAS**, this change order increases the contract amount by more than 20% and N.J.A.C. 5:30-11.9 requires the adoption of a resolution authorizing all change orders in excess of twenty percent.

**NOW, THEREFORE, BE IT RESOLVED** by the Municipal Council of the City of Jersey City that:

- 1) The Mayor or Business Administrator is authorized to extend the contract with Chuk's Professional Cleaning for janitorial services at the public safety communication building for the Department of Public Works / Division of Buildings and Street Maintenance;
- 2) The extension is on a month to month basis not to exceed three (3) months effective as of August 17, 2014 and the total cost of the contract shall not exceed **\$20,000.00**;
- 3) Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in the 2014 calendar year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2014 calendar year permanent budget;
- 4) Notice of this change order shall be published once in a newspaper of general circulation in the City of Jersey City as required by law.

I, Donna Mauer Donna Mauer, as Chief Financial Officer, hereby certify that these funds are available for this expenditure in the **Division of Buildings and Street Operating Account No. 14-01-201-26-291-314** for payment of the above resolution.

PO # 114557

OKD / sb  
August 19, 2014

APPROVED: \_\_\_\_\_

8/26/14  
Oren K. Dabney, Sr., Director, Department of Public Works

APPROVED: \_\_\_\_\_

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE <u>9.10.14</u>											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

**RESOLUTION FACT SHEET - CONTRACT AWARD**

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Ordinance/Resolution**

**RESOLUTION AUTHORIZING AN EXTENSION OF A CONTRACT WITH CHUK'S PROFESSIONAL CLEANING INC. TO PROVIDE JANITORIAL SERVICES AT THE PUBLIC SAFETY COMMUNICATION BUILDING NOT TO EXCEED THREE (3) MONTHS EFFECTIVE AS OF AUGUST 17, 2014 FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF BUILDINGS AND STREET MAINTENANCE.**

**Project Manager**

Department/Division	DPW	Buildings and Street Maintenance
Name/Title	Richard Freda	Custodial Director
Phone/email	201-547-5339	richard@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Contract Purpose**

Contract extension to provide janitorial services at the Public Safety Building.

**Cost (Identify all sources and amounts)**

01-201-26-291-314 (Buildings Operating)  
\$20,000.00

**Contract term (include all proposed renewals)**

This contract is effective as of 8/17/14 and not to exceed three (3) months.

**Type of award**

Contract Extension

If "Other Exception", enter type

**Additional Information**

It is necessary to extend the janitorial services contract on a month to month basis not to exceed three (3) months effective as of August 17, 2014 while the City advertises and accepts bids based on the revised bid specifications.

I certify that all the facts presented herein are accurate.

  
Signature of Department Director

8/26/14.  
Date

\_\_\_\_\_  
Signature of Purchasing Director

\_\_\_\_\_  
Date



STEVEN M. FULOP  
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY  
DEPARTMENT OF PUBLIC WORKS

PUBLIC WORKS COMPLEX | 575 ROUTE 440 | JERSEY CITY, NJ 07305  
P: 201 547 4400 | F: 201 547 4803



OREN K. DABNEY, SR.  
DIRECTOR

**MEMORANDUM**

**Date:** August 25, 2014

**To:** Rolando R. Lavarro, Jr; Council President & Members of the Municipal Council

**From:** John McGrath, Buildings & Street Director *JM.*

**Subject :** Contract Extension ( Janitorial Services - Public Safety Communication CTR)

Resolution No. 10-464, approved on April 14, 2010, awarded a one-year contract in the total amount of \$48,600.00 to Chuk's Professional Cleaning for janitorial services at the Public Safety Communication Center for the City of Jersey City.

The bid specifications provided the City with the option to renew the contract for up to two (2) additional one year terms. Resolution No.11-492, approved on July 20, 2011, exercised the first option to renew the contract for the total amount of \$49,572.00. A resolution to exercise the second option to renew the contract for one year was withdrawn because City Council Members desired to revise the Living Wage Ordinance and rebid the contract based on the revised Living Wage Ordinance. The revised Living Wage Ordinance 12-090 was adopted on July 18, 2012.

It is necessary to extend the janitorial services contract on a month to month basis not to exceed three (3) months effective August 17, 2014 while the City advertises and accepts bids based on the revised bid specifications. The total cost of the contract extension is twenty thousand dollars and zero cents (\$20,000.00).



## **CONTRACT FUNDING**

### **Janitorial Services (Buildings and Street Operating Account)**

- ❖ Expenditure is drawn down from Buildings and Street operating account , 01-201-26-291-314
- ❖ Contracts are utilizing object # 314.
- ❖ Line object 314 has been budgeted for \$675,000.00
- ❖ As of today ( 08/25/14) , \$408,500.00 have been encumbered in line object 314
- ❖ As of today ( 08/25/14) , \$389,287.98 has been spent in line object 314
- ❖ This is a contract extension effective as of August 17, 2014

Should you have any questions or need any additional justifications regarding this contract extension, please do not hesitate to call my office at X 4432.

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14-159

Agenda No. 10.Y

Approved: MAR 12 2014



TITLE:

**RESOLUTION AUTHORIZING AN EXTENSION OF A CONTRACT WITH CHUK'S PROFESSIONAL CLEANING INC. TO PROVIDE JANITORIAL SERVICES AT THE PUBLIC SAFETY COMMUNICATION BUILDING NOT TO EXCEED SIX (6) MONTHS EFFECTIVE AS OF FEBRUARY 16, 2014 FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF BUILDINGS AND STREET MAINTENANCE**

**COUNCIL  
ADOPTION OF THE FOLLOWING RESOLUTION:**

**OFFERED AND MOVED**

WHEREAS, Resolution No. 10-464, approved on April 14, 2010, awarded one-year contract in the total amount of \$48,600.00 to Chuk's Professional Cleaning for janitorial services at the public safety communication building for the City of Jersey City (City), Department of Public Works / Division of Buildings and Street Maintenance; and

WHEREAS, the bid specifications provided the City with the option to renew the contract for up to two (2) additional one year terms, with the renewal contract prices being the preceding year's contract prices as adjusted according to the Federal Consumer Price Index published by the Bureau of Labor Statistics in the months of February 2011 to February 2012; and

WHEREAS, Resolution No. 11-492, approved on July 20, 2011, exercised the first option to renew the contract for the total amount of \$49,572.00; and

WHEREAS, although there was a second option remaining to renew for an additional year, the City revised the Living Wage Ordinance in July 2012 and desires to rebid the contract based on the revised Living Wage Ordinance; and

WHEREAS, Resolution No. 12-562, approved on July 18, 2012, authorized an extension of the contract while the City revised the bid specifications so that they comply with the Revised Living Wage Ordinance; and

WHEREAS, Resolution No. 13-140, approved on February 27, 2013, authorized a second extension of the contract while the City revised the bid specifications so that they comply with the Revised Living Wage Ordinance; and

WHEREAS, Resolution No. 13-637, approved on September 11, 2013, authorized a third extension of the contract while the City revised the bid specifications so that they comply with the Revised Living Wage Ordinance; and

WHEREAS, it is necessary to extend the janitorial services contract on a month to month basis not to exceed six (6) months effective as of February 16, 2014 while the City continues to revise the bid specifications; and

WHEREAS, the total cost of the contract extension is thirty five thousand dollars and zero cents (\$35,000.00); and

WHEREAS, funds in the amount of \$5,000.00 are available in the Division of Buildings and Street Maintenance Operating Account No. 14-01-201-26-291-314.

WHEREAS, this change order increases the contract amount by more than 20% and N.J.A.C. 5:30-11.9 requires the adoption of a resolution authorizing all change orders in excess of twenty percent.

(Continued on page 2)

City Clerk File No. Res. 14.159  
 Agenda No. 10.Y MAR 12 2014

TITLE:

**RESOLUTION AUTHORIZING AN EXTENSION OF A CONTRACT WITH CHUK'S PROFESSIONAL CLEANING INC. TO PROVIDE JANITORIAL SERVICES AT THE PUBLIC SAFETY COMMUNICATION BUILDING NOT TO EXCEED SIX (6) MONTHS EFFECTIVE AS OF FEBRUARY 16, 2014 FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF BUILDINGS AND STREET MAINTENANCE**

**NOW, THEREFORE, BE IT RESOLVED** by the Municipal Council of the City of Jersey City that:

- 1) The Mayor or Business Administrator is authorized to extend the contract with Chuk's Professional Cleaning for janitorial services at the public safety communication building for the Department of Public Works / Division of Buildings and Street Maintenance;
- 2) The extension is on a month to month basis not to exceed six (6) months effective as of February 16, 2014 and the total cost of the contract shall not exceed \$35,000.00;
- 3) Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in the 2014 calendar year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2014 calendar year permanent budget;
- 4) Notice of this change order shall be published once in a newspaper of general circulation in the City of Jersey City as required by law.

I, Donna Mauer, Donna Mauer, as Chief Financial Officer, hereby certify that these funds are available for this expenditure in the Division of Buildings and Street Operating Account No. 14-01-201-26-291-314 for payment of the above resolution.

PO# 112881

MR/sb  
 March 3, 2014

APPROVED: \_\_\_\_\_

Michael Razzoli, Director, Department of Public Works

APPROVED AS TO LEGAL FORM

APPROVED: \_\_\_\_\_

Business Administrator

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE <u>3.12.14</u>											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	ABSENT		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

CITY OF  
**JERSEY CITY**  
DEPARTMENT OF PUBLIC WORKS  
DIVISION OF BUILDINGS & STREET MAINTENANCE

JOHN Mc GRATH  
DIRECTOR OF BUILDINGS & STREET

RICHARD FRED A  
DIRECTOR OF CUSTODIAL SERVICES



STEVEN M. FULOP, MAYOR

OREN DABNEY  
DIRECTOR OF PUBLIC WORKS

August 6, 2014

Chuk's Professional Cleaning, Inc  
109 Washington Ave.  
Side Office #4  
Belleville, NJ 07109  
Attn: Livinus Mbamara, President

DPW/FISCAL OFFICE  
2014 AUG - 6 P 3:26

Dear Mr. Livinus,  
Please be advised your current Janitorial extension contract at the Communication Center is due to expire on 8/16/2014. However the City is looking forward to extend this contract for (three) 3 months on a month to month basis starting 8/17/2014 until the bids go out for a new contract. Please return Pay to Play, and EEO/AA forms As Soon As Possible (ASAP). If you have any questions please feel free to notify the office.

Sincerely,

John McGrath, Director of Buildings & Street Maintenance

cc, Oren Dabney, Director of Department of Public Works  
Richard Freda, Director of Custodial Services  
~~Silendra Bajnauth, Fiscal Officer~~  
Peter Folgado, Purchasing Agent

file

type rf/jl

**EQUAL EMPLOYMENT OPPORTUNITY (EEO)/  
AFFIRMATIVE ACTION (AA) REQUIREMENTS**  
FOR GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

Questions in reference to EEO/AA requirements for Goods,  
Professional Service and General Service Contracts should be  
directed to:

Jeana F. Abuan  
EEO/AA Officer, P.A.C.O.  
Department of Administration  
Office of EEO/AA  
280 Grove Street Room-103  
Jersey City NJ 07302  
Tel. # 201-547-4533  
Fax# 201-547-5088  
E-Mail Address: [abuanj@jcnj.org](mailto:abuanj@jcnj.org)

DPW/FISCAL OFFICE  
2014 AUG 26 A 10:32

(REVISED 4/13)

**EXHIBIT A**  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)**  
**N.J.A.C. 17:27**

**GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

EXHIBIT A (Continuation)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance))

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

EXHIBIT A  
N.J.S.A. 10:5-31 and N.J.A.C. 17:27  
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE  
Goods, Professional Services and General Service Contracts  
(Mandatory Affirmative Action Language)

The undersigned vendor further agrees to furnish the required forms of evidence and

understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): Zoila Bunay - Adm. Asst.  
Representative's Signature: [Signature]  
Name of Company: Chuk's Professional Cleaning, Inc.  
Tel. No.: 973-759-0014 Date: 8/13/14

APPENDIX A  
AMERICANS WITH DISABILITIES ACT OF 1990  
Equal Opportunity for Individuals with Disability

The contractor and the City of Jersey City (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. §12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print: Zola Buncy - Adm. Asst.  
Representative's Signature: [Signature]  
Name of Company: Chuk's Professional Cleaning, Inc.  
Tel. No.: 973-759-0014 Date: 8/13/14



**Minority/Woman Business Enterprise (MWBE)  
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

**CHUCK'S PROFESSIONAL CLEANING, INC**

Business Name : 109 Washington Ave  
Office #4  
Address : Belleville, NJ 07109  
Telephone No. : 973-759-0014  
Contact Name : Zola Bundy / Livinus Mbamara

Please check applicable category :

☒ Minority Owned Business (MBE)      ☐ Minority & Woman Owned Business (MWBE)  
☐ Woman Owned business (WBE)      ☐ Neither

**Definitions**

**Minority Business Enterprise**

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

**African American:** a person having origins in any of the black racial groups of Africa

**Hispanic:** a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

**Asian:** a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

**American Indian or Alaskan Native:** a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

**Woman Business Enterprise**

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

**OFFICE OF EQUAL OPPORTUNITY COPY**

Sincerely,

*John E. Tully*  
John E. Tully, CPA  
Director

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/  
DIVISION OF REVENUE  
PO BOX 252  
TRENTON, N J 08646-0252

TAXPAYER NAME:

CHUKS PROFESSIONAL CLEANING INC

TRADE NAME:

ADDRESS:

8 DAVIDSON ST  
BELLEVILLE NJ 07109

EFFECTIVE DATE:

06/18/03

SEQUENCE NUMBER:

1219891

ISSUANCE DATE:

03/20/06

*John E. Tully*  
Director

FORM-BRC(08-01)

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

**State of New Jersey**  
**Division of Public Contracts Equal Employment Opportunity Compliance**  
**EMPLOYEE INFORMATION REPORT**

**IMPORTANT- READ INSTRUCTIONS ON BACK OF FORM CAREFULLY BEFORE COMPLETING FORM. TYPE OR PRINT IN SHARP BALLPOINT PEN. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND SUBMIT THE REQUIRED \$150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11.**

**SECTION A - COMPANY IDENTIFICATION**

1. FID. NO. OR SOCIAL SECURITY	2. TYPE OF BUSINESS <input type="checkbox"/> 1. MFG <input checked="" type="checkbox"/> 2. SERVICE <input type="checkbox"/> 3. WHOLESALE <input type="checkbox"/> 4. RETAIL <input type="checkbox"/> 5. OTHER	3. TOTAL NO. OF EMPLOYEES IN THE ENTIRE COMPANY. 45
4. COMPANY NAME Chuk's Professional Cleaning Inc.		
5. STREET 109 Washington Ave.	CITY Belleville	COUNTY Essex
		STATE NJ
		ZIP CODE 07109
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE) NONE		CITY STATE ZIP CODE
7. CHECK ONE: IS THE COMPANY: <input checked="" type="checkbox"/> SINGLE-ESTABLISHMENT EMPLOYER <input type="checkbox"/> MULTI-ESTABLISHMENT EMPLOYER		
8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ		
9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT		
10. PUBLIC AGENCY AWARDED CONTRACT		
City of Jersey City		CITY Jersey City
		COUNTY Hudson
		STATE NJ
		ZIP CODE 07305
Official Use Only	DATE RECEIVED	INAUG DATE
		ASSIGNED CERTIFICATION NUMBER

**SECTION B - EMPLOYMENT DATA**

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. DO NOT SUBMIT AN EEO-1 REPORT.

JOB Categories	PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN													
	All Employees							MALE						
	Total (Col. 2 & 3)	COL. 2 MALE	COL. 3 FEMALE	Black	Hispanic	Amer. Indian	Asian	Non Min	Black	Hispanic	Amer. Indian	Asian	Non Min	
Officials/Managers	2	2	0	2	0	0	0	0	0	0	0	0	0	0
Professionals	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Technicians	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Sales Workers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Office & Clerical	2	0	2	0	0	0	0	0	1	1	0	0	0	0
Craftworkers (Skilled)	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Operatives (Semi-Skilled)	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Laborers (Unskilled)	41	25	16	10	10	0	5	0	6	8	0	0	0	0
Service Workers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total employment from previous Report (if any)	32	14	18	6	5	0	0	1	5	13	0	0	0	0
Temporary & Part Time Employees	The data below shall NOT be included in the figures for the appropriate categories above.													
	0	0	0	0	0	0	0	0	0	0	0	0	0	0

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED?  
Employment Record

14. IS THIS THE FIRST Employee Information Report Submitted?  
☐ YES ☒ NO

15. IF NO, DATE LAST REPORT SUBMITTED  
4/13

13. DATES OF PAYROLL PERIOD USED  
FROM: 7/24/14 TO: 8/2/14

**SECTION C - SIGNATURE AND IDENTIFICATION**

16. NAME OF PERSON COMPLETING FORM (Print or Type) Zoila Bunday	SIGNATURE <i>Zoila Bunday</i>	TITLE Adm. Asst	DATE 8/13/14
17. ADDRESS NO. & STREET 109 Washington Ave.	CITY Belleville	COUNTY Essex	STATE NJ
		ZIP CODE 07109	PHONE, AREA CODE, NO. 973 - 759 - 0014

I certify that the information on this form is true and correct.

**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY  
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED  
ON SEPTEMBER 3, 2008**

**PART I - Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that CHUK'S Professional Cleaning, Inc. (name of business entity) has not made any reportable contributions in the \*\*one-year period preceding 8/17/14 (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract CHUK'S Professional Cleaning, Inc. (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

**PART II - Signature and Attestation:**

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: CHUK'S Professional Cleaning, Inc.

Signed Zoila Burey Title: Adm. Assistant

Print Name Zoila Burey Date: 8/13/14

Subscribed and sworn before me  
this 13 day of August, 2014.

My Commission expires: 09-06-2017

Zoila Burey  
Zoila Burey - Adm. Asst  
(Print name & title of affiant) (Corporate Seal)

\*\*Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.

WILLIAM BARRETTA  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires 9/6/2017

William Barretta  
August 13, 2014

**BUSINESS ENTITY DISCLOSURE CERTIFICATION**  
FOR NON-FAIR AND OPEN CONTRACTS  
Required Pursuant To N.J.S.A. 19:44A-20.8  
*CITY OF JERSEY CITY*

**Part I – Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <name of business entity> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding (date of award scheduled for approval of the contract by the governing body) to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the <name of entity of elected officials> as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Election Fund for Steven Fulop (2013)	Councilperson Frank Gajewski
Team Fulop	Councilperson Khemraj "Chico" Ramchal
Team Fulop Runoff	Councilperson Richard Boggiano
Lavarro for Council	Councilperson Michael Yun
Councilperson Joyce E. Watterman	Councilperson Candice Osborne
Councilperson Daniel Rivera	Councilperson Diane Coleman

**Part II – Ownership Disclosure Certification**

☐ I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

☐ Partnership    ☐ Corporation    ☒ Sole Proprietorship    ☐ Subchapter S Corporation  
☐ Limited Partnership    ☐ Limited Liability Corporation    ☐ Limited Liability Partnership

Name of Stock or Shareholder	Home Address
N/A	

**Part 3 – Signature and Attestation:**

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity Chuk's Professional Cleaning, Inc.

Signed: Zoila Bundy Title: Adm. Asst

Print Name: Zoila Bundy Date: 8/13/14

Subscribed and sworn before me this 13 day of  
AUGUST, 2014

My Commission expires: 09-06-2017

Zoila Bundy-Zoila Bundy  
(Affiant)  
Zoila Bundy - Adm Asst  
(Print name & title of affiant) (Corporate Seal)

WILLIAM BARRETTA  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires 9/6/2017

*William Barretta*  
AUGUST 13, 2014

## C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

## Part I – Vendor Information

Vendor Name:	CHUK'S Professional Cleaning, Inc.		
Address:	109 Washington Ave.		
City:	Belleville	State:	NI
		Zip:	07109

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

\_\_\_\_\_  
Signature

Zoila Bunay  
Printed Name

Adm. Asst.  
Title

## Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

[illegible]

☐ Check here if the information is continued on subsequent page(s)

## Continuation Page

## C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

Page \_\_\_\_\_ of \_\_\_\_\_

Vendor Name: Chuk's Professional Cleaning, Inc.

[illegible]☐ Check here if the information is continued on subsequent page(s)

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14.606

Agenda No. 10.P

Approved: SEP 10 2014

TITLE:



RESOLUTION AUTHORIZING A LICENSE AGREEMENT AMONG  
THE CITY OF JERSEY CITY, NEW JERSEY TRANSIT AND GRAND  
LHN I URBAN RENEWAL, LLC (GRAND LHN) FOR GRAND LHN  
TO USE CITY PROPERTY

COUNCIL  
following resolution:

offered and moved adoption of the

WHEREAS, the City of Jersey City (City) is the owner of property shown on Exhibit "A" that New Jersey Transit (NJT) holds a permanent operating easement affecting approximately 300 linear feet along the Hudson Bergen Light Rail System (License Area) near the Luis Munoz Marin Boulevard Station; and

WHEREAS, Grand LHN I URBAN Renewal LLC (Grand LHN) is the owner of an adjacent property known as 18 Park and needs to use the License Area for constructing and maintaining certain improvements that include mechanical screening, a fence, a sidewalk, and a retaining wall; and

WHEREAS, Grand LHN requests the City's permission and NJT's permission, because it is the holder of the permanent operating easement, to enter the License Area for the purpose of constructing and maintaining the improvements; and

WHEREAS, the term of the license will end after the City adopts a dedication ordinance that establishes the License Area as a public right of way and accepts the improvements constructed by Grand LHN; and

WHEREAS, Grand LHN agrees to execute the license agreement attached hereto;

NOW, THEREFORE, Be It Resolved by the Municipal Council of the City of Jersey City that:

- 1) Grand LHN, its contractors, and agents, are authorized to enter onto the License Area for the purpose of performing the activities described in the license agreement attached hereto; and
- 2) Subject to such modifications as may be deemed necessary or appropriate by Corporation Counsel, the Mayor or Business Administrator is authorized to execute the license agreement attached hereto; and
- 3) the term of this license agreement shall be for five (5) years effective as of September 1, 2014 and ending on August 31, 2019.



City Clerk File No. Res. 14.606  
 Agenda No. 10.P SEP 10 2014

TITLE:

RESOLUTION AUTHORIZING A LICENSE AGREEMENT AMONG  
 THE CITY OF JERSEY CITY, NEW JERSEY TRANSIT AND GRAND  
 LHN I URBAN RENEWAL, LLC (GRAND LHN) FOR GRAND LHN  
 TO USE CITY PROPERTY

- 4) the City shall have the right to cancel the license agreement prior to its termination date if the City has adopted a dedication ordinance dedicating the license area as a public right of way and accepting the improvements constructed by Grand LHN.

8-8-14  
 RR

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM \_\_\_\_\_

APPROVED: \_\_\_\_\_

Business Administrator

Corporation Counsel

Certification Required ☐Not Required ☐

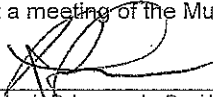
APPROVED 9-0

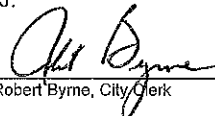
RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9.10.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

  
 Rolando R. Lavarro, Jr., President of Council

  
 Robert Byrne, City Clerk

**RESOLUTION FACT SHEET – NON-CONTRACTUAL**

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Ordinance/Resolution**

Resolution Authorizing a License Agreement among the City of Jersey City, New Jersey Transit and Grand LHN I Urban Renwal, LLC (Grand LHN) for Grand LHN to use City Property

**Initiator**

Department/Division	Law	Law
Name/Title	Raymond Reddington	
Phone/email	547-5063	Raymondrr@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Resolution Purpose**

The City is the owner of property that New Jersey Transit (NJT) holds a permanent operating easement affecting approximately 300 linear feet along the Hudson Bergen Light Rail System near the Luis Munoz Marin Boulevard Station. Grand LHN is the owner of an adjacent property known as 18 Park and needs to use the property for constructing and maintaining certain improvements that include mechanical screening, a fence, a sidewalk, and a retaining wall. Grand LHN requests the City's permission and NJT's permission to enter the property for the purpose of constructing and maintaining the improvements. The term of the license will end after the City adopts a dedication ordinance that establishes the License Area as a public right of way and accepts the improvements constructed by Grand LHN.

**I certify that all the facts presented herein are accurate.**

\_\_\_\_\_  
**Signature of Department Director**

\_\_\_\_\_  
**Date**

## LICENSE AGREEMENT

THIS LICENSE AGREEMENT is made on this \_\_\_\_ day of \_\_\_\_\_ 2014, among New Jersey Transit Corporation, an instrumentality of the State of New Jersey, with an office at One Penn Plaza East, Newark, New Jersey 07105-2246, (hereinafter referred to as "NJ TRANSIT"), the City of Jersey City, a municipal corporation of the State of New Jersey, with an office at City Hall, 280 Grove Street, Jersey City, New Jersey 07302 (hereinafter referred to as "City", and Grand LHN I Urban Renewal LLC, a limited liability company, with an office located at 520 US Highway 22, Bridgewater, New Jersey 08807 (hereinafter "Licensee").

WHEREAS, NJ TRANSIT holds a Permanent Operating Easement on lands owned by the City including approximately 300 linear feet, along the Hudson Bergen Light Rail (hereinafter "HBLR"), near the Luis Munoz Marin Boulevard Station, located in Jersey City, County of Hudson, State of New Jersey (hereinafter "License Area"), as shown on Exhibit A, attached hereto and made a part hereof; and

WHEREAS, the parties have agreed that NJ TRANSIT and the City will grant unto Licensee permission to use the License Area in connection with Licensee's adjacent property, pursuant to the terms and conditions as herein set forth.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth in this agreement, and for other good and valuable consideration, the parties agree as follows:

**1. Term of License**

NJ TRANSIT and the City grant Licensee permission to enter upon and continue to use the License Area to make certain improvements within the License Area required to be made by Licensee pursuant to Resolution of the Planning Board of the City granting Preliminary and Final Major Site Plan Approval for 18 Park Avenue, Case No. P11-037, memorialized on June 14, 2011 (the "Resolution"), attached as Exhibit "B" for the purposes stated herein for a term of five (5) years commencing on June 1, 2014 (the "Commencement Date") and ending on May 31, 2019 (the "Termination Date"). Notwithstanding the foregoing, the City may cancel this License prior to the Termination Date if the City has adopted a dedication ordinance accepting the improvements constructed by the Licensee. NJ TRANSIT may cancel this License in its entirety without cause and for convenience upon thirty (30) days written notice to Licensee.

**2. Location of License Area**

Licensee shall not use or improve the space adjacent to License Area or any other space not specifically licensed to Licensee. There may be no physical contact with any NJ TRANSIT equipment by Licensee. NJ TRANSIT reserves the right to change the location of the License Area to meet the needs of NJ TRANSIT.

In the event that during the term of this License, NJ TRANSIT undertakes activities at or near the licensed area which may involve hazardous or offensive activities, including the placement of construction facilities, equipment and materials in the immediate vicinity of the License Area, Licensee agrees that neither NJ TRANSIT nor its contractor shall be held liable for any annoyance, disturbance or loss of business due to these activities and/or conditions.

3. Use

1. The improvements to be undertaken by Licensee within the License Area shall be solely for: 1) the installation and maintenance of a fence and retaining wall; 2) The utility shed and two smaller boxes are to be covered with decorative Non-Advertising scrim; 3) The fencing is to be replaced as per the design sketch around concrete pad containing HBLRT outdoor utilities and the periphery is to be planted with Jackmani Clematis to grow up the fencing; and for no other purpose. Licensee shall not use and shall not allow, permit or suffer the License Area, or any part thereof, to be used for any other purpose without the prior written consent of NJ TRANSIT and the City, which may be granted or denied in NJ TRANSIT's and the City's absolute discretion.

4. Fee

The Fee for the License Area is as follows: (all compensation is payable annually)

<u>License Year</u>	<u>Annual Minimum Base Fee</u>
1	\$300.00
2	\$307.50
3	\$315.19
4	\$323.07
5	\$331.14

Charges are due and payable on the first day of each year in advance, commencing on June 1; 2014. All checks shall be made payable to NJ TRANSIT Corporation and shall be mailed to Post Office Box 1549, Newark, New Jersey 07101-1549.

5. Utilities

Licensee shall pay for any and all electric services, water and sewerage charges necessary for Licensee's use. NJ TRANSIT and the City shall not be liable for any temporary suspension of any utilities.

6. Services

Licensee acknowledges that NJ TRANSIT and the City are not providing any services for the License Area.

7. Installation and Removal

Licensee, at Licensee's sole cost and expense, shall install a retaining wall and a fence, which must be grounded. Licensee shall be responsible for securing the right of way during the installation of the fence.

Licensee shall submit to NJ TRANSIT and the City for their approval five (5) complete sets of detailed plans and specifications, including grounding plan, prior to the commencement of the installation. NJ TRANSIT and the City shall have the right, but not the obligation, at any time during installation to inspect Licensee's work for compliance with the plans submitted by Licensee and approved by NJ TRANSIT and the City.

Licensee shall be required to provide documentation that One Call has been performed for the location of the installation work. Prior to any installation, Licensee shall be required to request a mark-out of the underground utilities by Twenty Century Rail Corporation, NJ TRANSIT'S Contract Operator of the HBLR. Licensee is required to provide to NJ TRANSIT a copy of all

reports and test results as required in the Quality Control Section of Drawing RW-200. Licensee and all third party contractors shall satisfy all environmental requirements for the management of excavated soil throughout the installation.

NJ TRANSIT requires that access be maintained to all NJ TRANSIT equipment and infrastructure, including but not limited to, electrical and signal equipment, manholes, junction boxes, electrical and signal buildings / houses, drainage inlets, culvers and swales.

Additionally, Licensee is required to update and include the following elevation and section drawings of the retaining wall:

- a. HBLR underground utilities including grounding, the system wide duct bank and conduits.
- b. The retaining wall in its proposed routing and layout transverses.
- c. The depth of the wall foundation and the elevation of the underground utilities should be overlaid to ensure that there are no conflicts and proper coverage is maintained.

NJ TRANSIT acknowledges that the fence and retaining wall will not be removed by Licensee and are to remain in place pursuant to the Resolution. All improvements, all improvements shall be owned by the City after it adopts a dedication ordinance accepting the improvements constructed by the Licensee.

**8. Maintenance, Repairs and Security**

Licensee, at Licensee's sole cost, shall maintain the fence and retaining wall within the License Area in constant good order, repair and safe condition and shall make all repairs to the License Area which are necessary or desirable to keep the fence and retaining wall within the License Area in good order and repair, including but not limited to ensuring that no drainage or discharge comes onto NJ TRANSIT's property and the right of way. Until the City accepts ownership of the improvements, Licensee shall keep the fence and retaining wall within the License Area free from any nuisance, including but not limited to vermin, escaping offensive odors and hazardous conditions.

**9. Alterations, Additions or Improvements**

Licensee shall, at its sole cost, make all alterations and improvements to the License Area as are necessary to permit the use of the License Area. Notwithstanding the above, Licensee shall not make any alterations, additions or improvements to the fence and retaining wall within the License Area without the prior written consent of NJ TRANSIT and the City.

**10. Compliance with Laws**

Licensee shall comply with all the laws, ordinances, regulations and rules of the federal, state and municipal governments which may be applicable to the use of the License Area, and shall, at its sole cost and expense, obtain such licenses, approvals or authority from federal, state or municipal governments or agencies thereof, as are necessary to operate the License Area. Licensee shall also pay any and all federal, state, municipal or other fees, assessments or taxes imposed or levied upon such operations and shall defend and save NJ TRANSIT and the City harmless from any and all fees, assessments, taxes, fines or penalties arising in connection with such operations and/or any and all activities conducted on NJ TRANSIT premises by Licensee. The provisions of this License and all rights and obligations herein shall be governed by and construed in accordance with the laws of the State of New Jersey.

11. **Environmental Regulations and Indemnity**

Licensee shall maintain and keep, at its sole cost, the License Area thereon in compliance with all applicable federal, state and local environmental laws, rules and regulations including, but not limited to, the New Jersey Spill Compensation and Control Act, N.J.S.A. 58:10-23.11, et seq (the "Spill Act") the Industrial Site Recovery Act, N.J.S.A. 13:1K-6 et seq. ("ISRA") and the Underground Storage of Hazardous Substances Act, N.J.S.A. 58:10A-21 et seq.; Licensee shall also comply with all registration and disclosure provisions of laws and regulations designed to prevent, control or respond to the discharge of hazardous substances into the land, water and air. Licensee shall be responsible for all remedial, investigatory and corrective measures and other such actions as may be required in connection with such laws, rules and regulations resulting from or during Licensee's use and occupancy of the License Area.

12. **Obligations of NJ TRANSIT and the City**

NJ TRANSIT and the City shall assume no obligation whatsoever in connection with the operation of the License Area or the use of the License Area by Licensee, including, but not limited to the provision of security or lighting, and shall not be obligated to make any repairs to the License Area or to furnish workers, equipment or materials in connection with such operation or use. NJ TRANSIT and the City shall not be liable to Licensee for loss, damage or liability of any kind or nature whatsoever sustained by Licensee, its successors or assigns by reason of NJ TRANSIT's or the City's failure to fulfill its obligations herein or by reason of any event of any kind beyond the control of NJ TRANSIT and the City which in any way affects NJ TRANSIT's and the City's ability to perform its obligations herein. Furthermore, NJ TRANSIT and the City shall not be liable for any loss, theft or damage whatsoever to the License Area or its contents or for any loss of business which may be caused by the actions or inactions of NJ TRANSIT and the City.

13. **Obligations of Licensee**

Licensee shall take all measures to assure the safety of the License Area, including but not limited to all measures required by applicable law.

14. **Indemnity**

Licensee, at its sole cost and expense, shall indemnify, defend and save harmless the State of New Jersey, NJ TRANSIT and its operating divisions, their agents, officials, employees, servants, invitees and any other operating authorities NJ TRANSIT may designate, and City, its officers, directors, employee or agents (the "Indemnified Parties") against all claims, just or unjust, made against the Indemnified Parties or Licensee on account of injuries, death, or losses of any kind whatsoever, including but not limited to property losses, damages, suits, liabilities, judgments, costs and expenses which may in any way accrue against the Indemnified Parties (other than due to the gross negligence of NJ TRANSIT and the City), in consequence of the granting of this License, the failure of Licensee to perform any of its obligations under this License, and/or the use or operation of the License Area by Licensee hereunder or which may in any way result therefrom. Licensee shall appear, defend and pay, at its own expense, all costs, including counsel fees, arising therefrom or incurred in connection therewith, and if any judgment shall be rendered against the Indemnified Parties in any such action, Licensee shall, at its own expense, satisfy and discharge the same.

15. **Insurance**

Licensee, at its expense, shall keep in force during the term of this agreement (a) Worker's Compensation and Employer's Liability Insurance, if required by law and (b) Comprehensive

General Liability Insurance to include personal injury, bodily injury, broad form property damage, operations hazard owner's protective coverage, contractual liability, products and completed operations liability in combined single limit of not less than Five Million Dollars (\$5,000,000.00). The minimum limits specified above are the minimum amounts required by NJ TRANSIT, and amounts may be revised by NJ TRANSIT from time to time to meet changed circumstances. Licensee shall provide NJ TRANSIT and the City with a certificate of insurance evidencing the aforesaid insurance coverage upon execution of this License. NEW JERSEY TRANSIT, THE STATE OF NEW JERSEY, and the City of Jersey City SHALL BE NAMED ADDITIONAL INSURED ON ALL INSURANCE POLICIES REQUIRED HEREUNDER. The insurance policies shall provide that there shall be no cancellation, change or lapse in coverage without at least thirty (30) days prior written notice to NJ TRANSIT and the City. It is understood and agreed that the procurement of insurance in the amounts required does not in any way or manner whatsoever limit Licensee's liability to NJ TRANSIT and the City. In the event the insurance so provided by Licensee does not apply to or cover a particular loss, Licensee shall be liable to NJ TRANSIT and the City for the full amount of any and all loss and/or damage for which Licensee is legally liable.

**16. Termination by Default**

If Licensee defaults on any term or condition set forth herein, including failure to pay compensation for any or all of the locations as described herein, and if such default shall not have been cured within five (5) days of written notice by NJ TRANSIT, NJ TRANSIT may by written notice to Licensee immediately terminate this License.

**17. Assignment**

This License may not be assigned or transferred without the prior written consent of NJ TRANSIT and the City. Notwithstanding the foregoing, Licensee may assign this agreement to an entity (i) for which the majority of the ownership interests are owned or purchased by Licensee, (ii) which purchases or owns the majority of the ownership interests of Licensee, or (iii) which results from the merger of Licensee, without the consent of, but upon notice to NJ TRANSIT and the City. However, the assignee shall assume all liabilities, obligations and responsibilities under this License with the assignor simultaneously retaining same.

**18. Notice**

All notices required by this License shall be sent by certified mail, return receipt requested, to the parties at the addresses listed below, unless either party shall inform the other party, in writing, of any change in designated parties or addresses.

NJ TRANSIT:       Sr. Director of Real Estate  
New Jersey Transit Corporation  
One Penn Plaza East  
Newark, New Jersey 07105-2246

Licensee:           Grand LHN I Urban Renewal, LLC  
520 US Highway 22, PO Box 6872  
Bridgewater, New Jersey 08807  
Attn: Joseph Punia

City of Jersey City: Ann Marie, Real Estate Manager  
City of Jersey City  
365 Summit Ave., Room 239  
Jersey City, New Jersey 0306

19. **Non-Waiver by NJ TRANSIT and the City**

The various rights, remedies, options and elections of NJ TRANSIT and the City expressed herein are cumulative, and the failure of NJ TRANSIT and the City to enforce strict performance by Licensee of the conditions and covenants of this License or to exercise any election or option or to restore or have recourse to any remedy herein conferred or the acceptance by NJ TRANSIT and the City of any installment of rent after breach by Licensee, in any one or more instances, shall not be construed or deemed to be a waiver or a relinquishment for the future enforcement by NJ TRANSIT and the City of any such conditions and covenants, options, elections or remedies, but the same shall continue in full force and effect.

20. **Right of Access**

NJ TRANSIT shall allow Licensee, its employees, agents and customers necessary and reasonable means of ingress and egress through NJ TRANSIT premises for the purpose of gaining access to the License Area.

21. **Entire Agreement**

This License embodies the entire agreement among the parties. It may not be modified or terminated except as provided herein. If any provision is held to be invalid, it shall be considered deleted herefrom and shall not invalidate the remaining provisions.

22. **Modification of Agreement**

No term of the License may be changed without the prior written consent of the parties.

23. **Authority to Sign**

Licensee represents that the individual executing this License on behalf of Licensee is fully authorized to do so and that the execution of this License on the part of such individual shall bind Licensee to its obligations set forth in this License.

24. This Agreement shall terminate at such time as the City has accepted ownership of the improvements and Licensee provides NJ TRANSIT documentation to substantiate that ownership has vested in the City.



IN WITNESS WHEREOF, the parties hereto have executed this License the \_\_\_\_\_ day of \_\_\_\_\_, 2014.

**WITNESS:**

**NEW JERSEY TRANSIT CORPORATION**

By: \_\_\_\_\_

**WITNESS:**

**GRAND LHN I URBAN RENEWAL, LLC**

By: S/K Liberty Harbor North Associates, LLC

By: Majic Investment Corp., Manager

By: \_\_\_\_\_  
Murray Kushner, President

**WITNESS:**

**THE CITY OF JERSEY CITY**

By: \_\_\_\_\_

Robert Byrne, City Clerk

Robert Kakoleski, Business Administrator

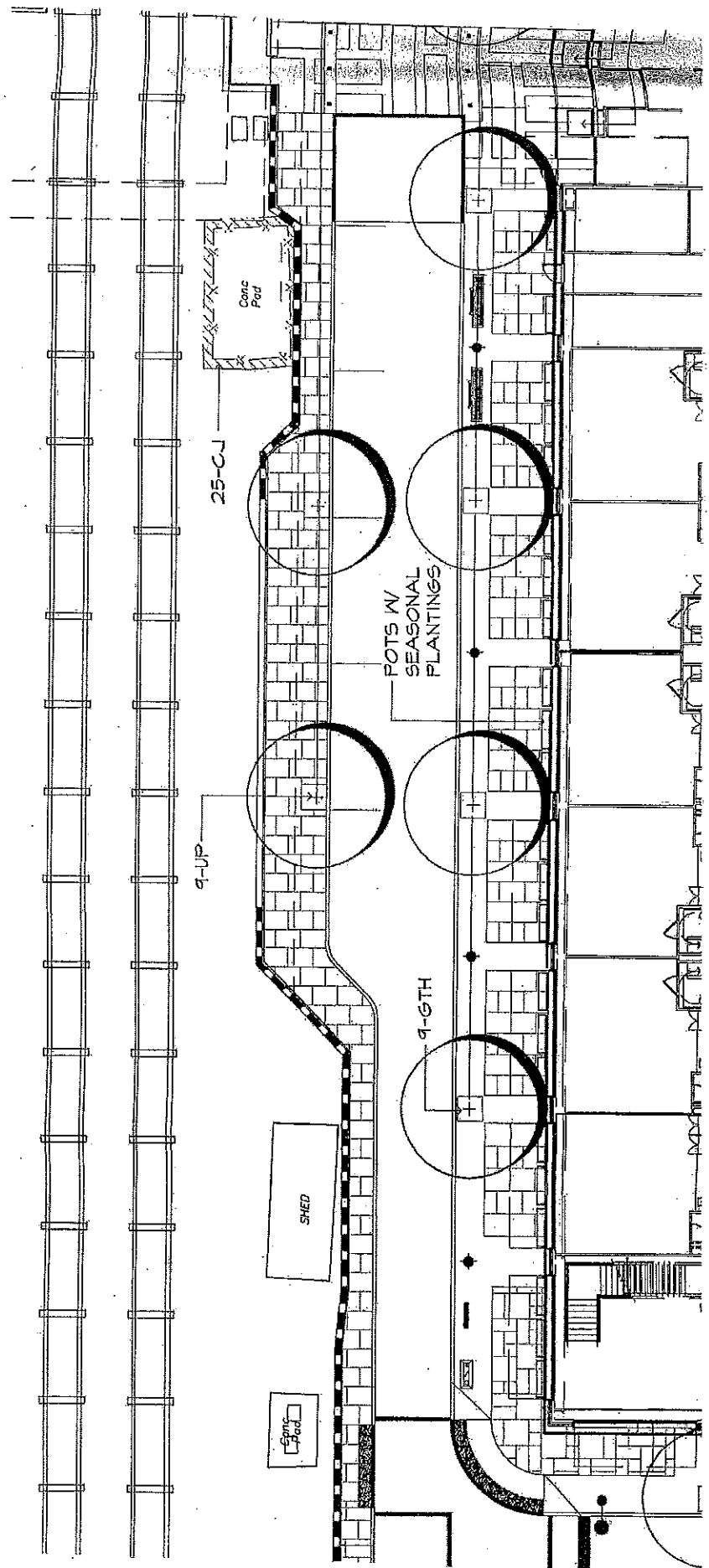
This License has been approved as to form only.

John J. Hoffman

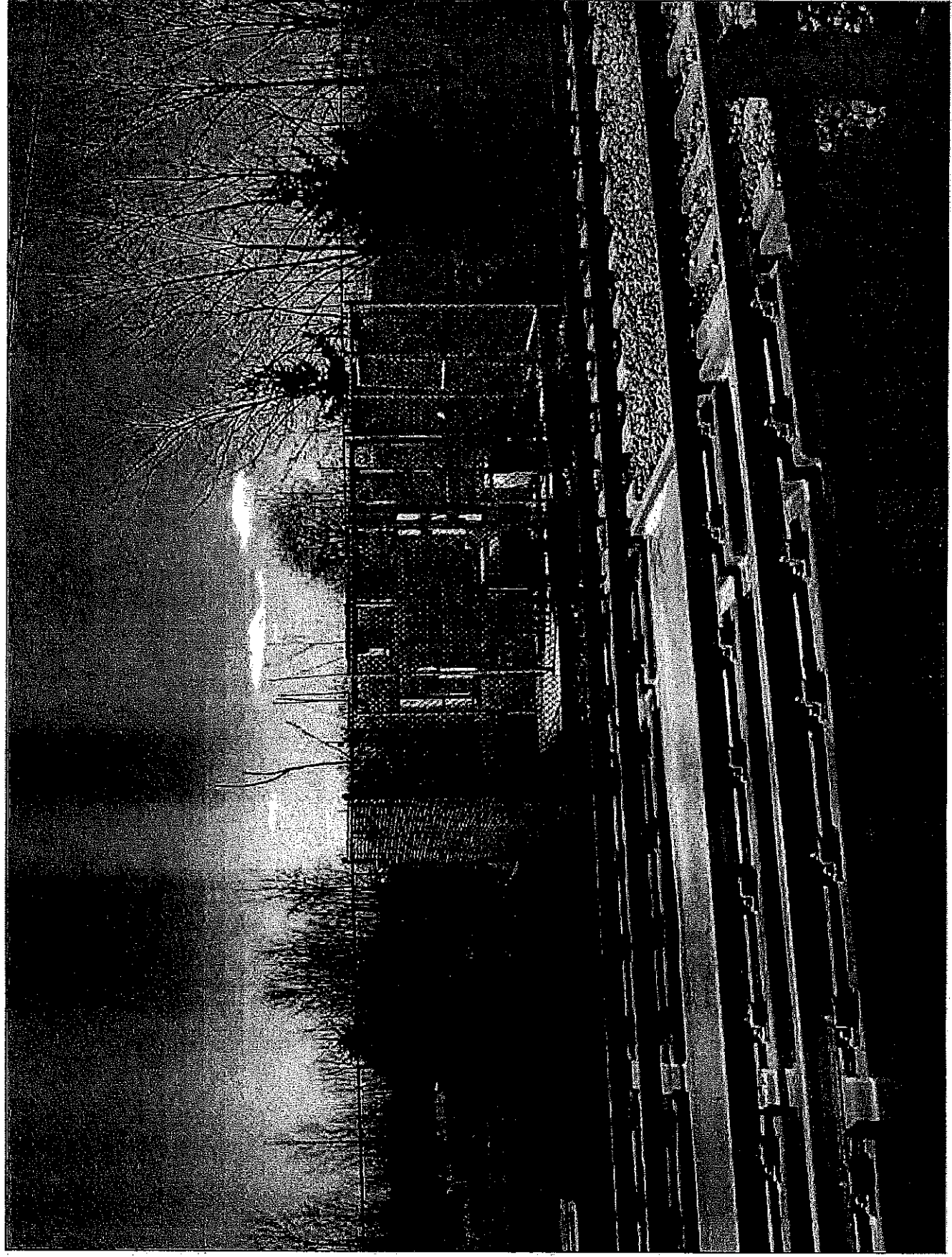
ATTORNEY GENERAL OF NEW JERSEY

By: \_\_\_\_\_  
Deputy Attorney General

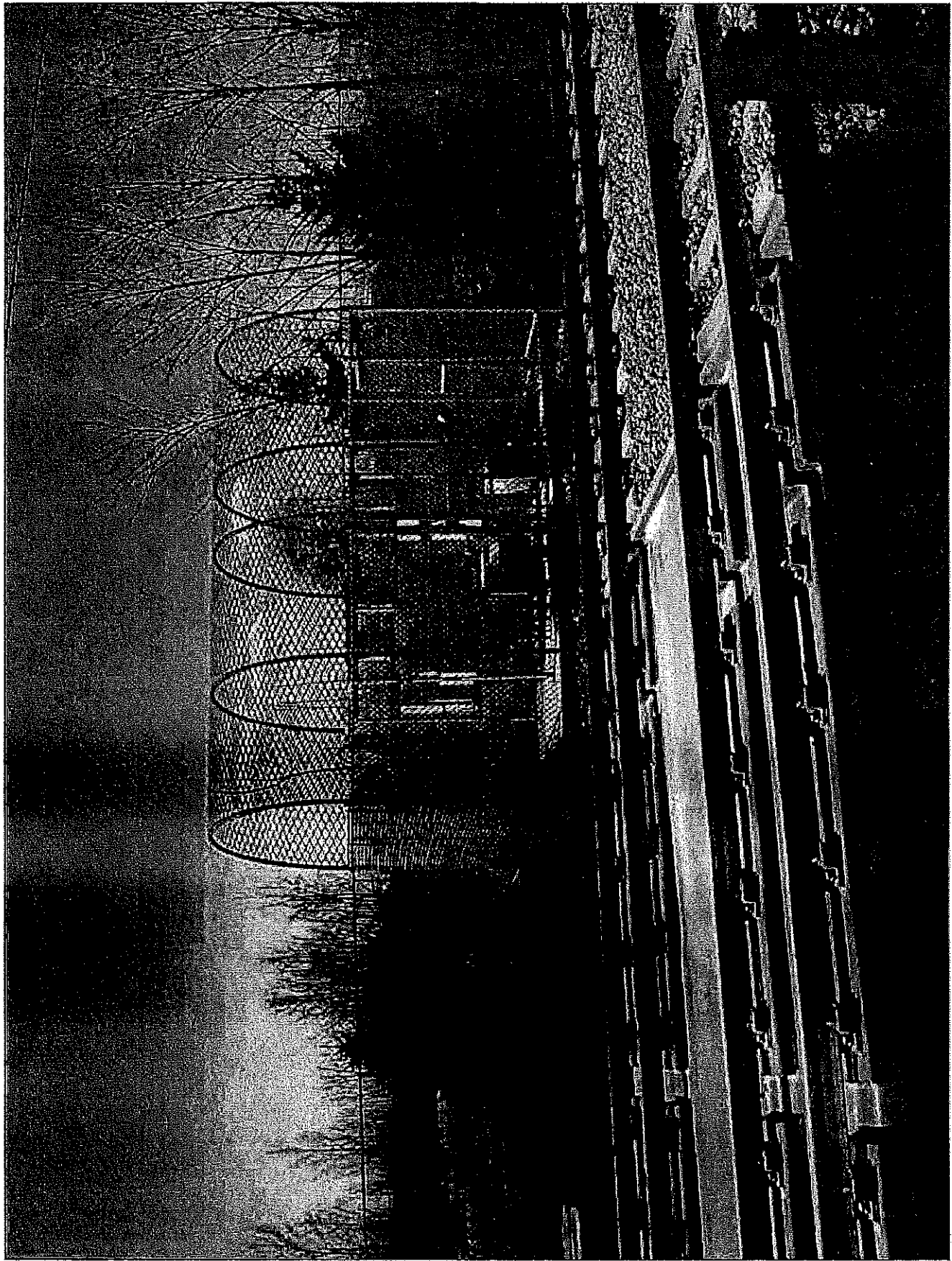
**EXHIBIT A**  
**PLAN OF LICENSE AREA**



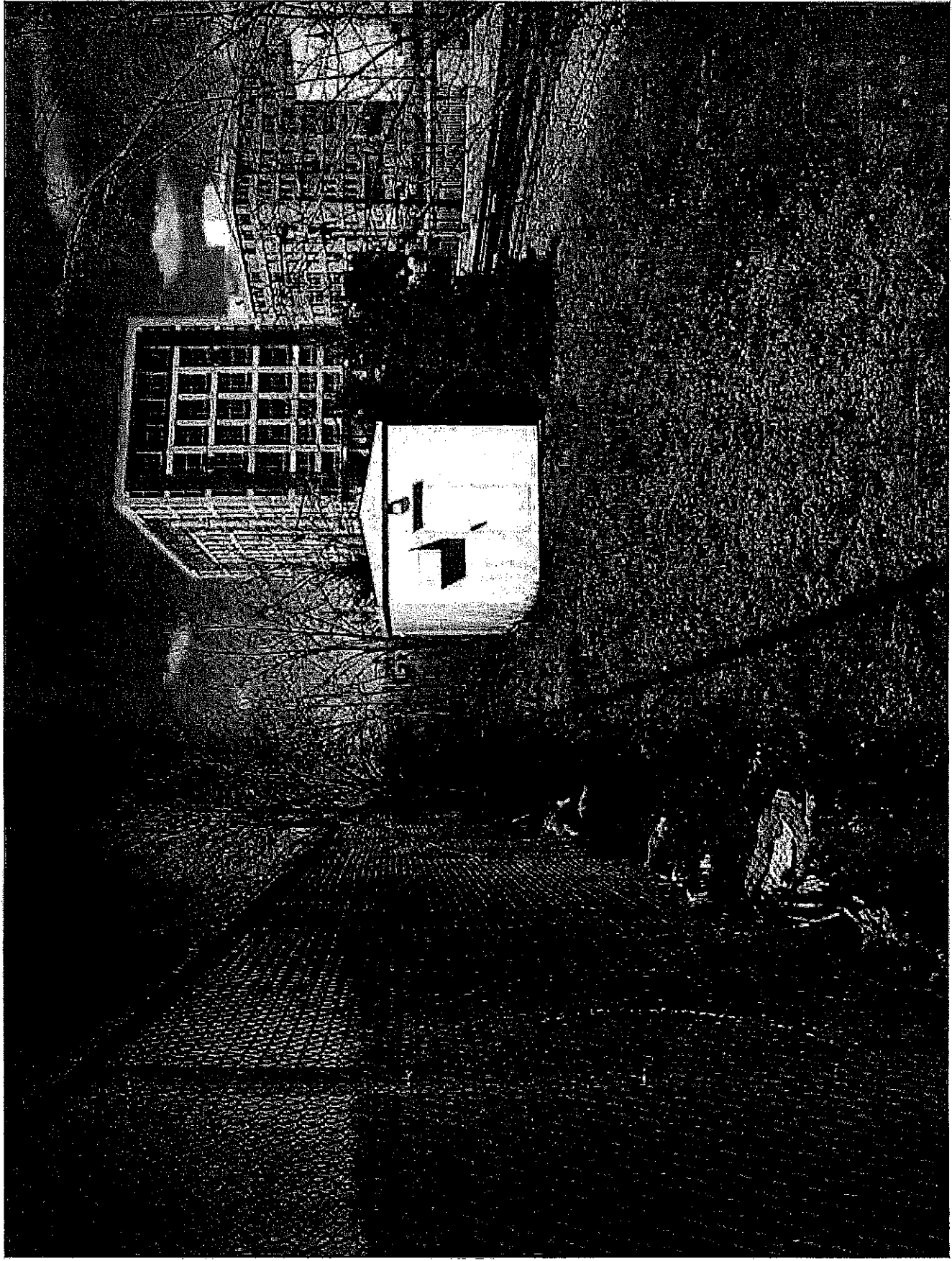
# Utility Sheds



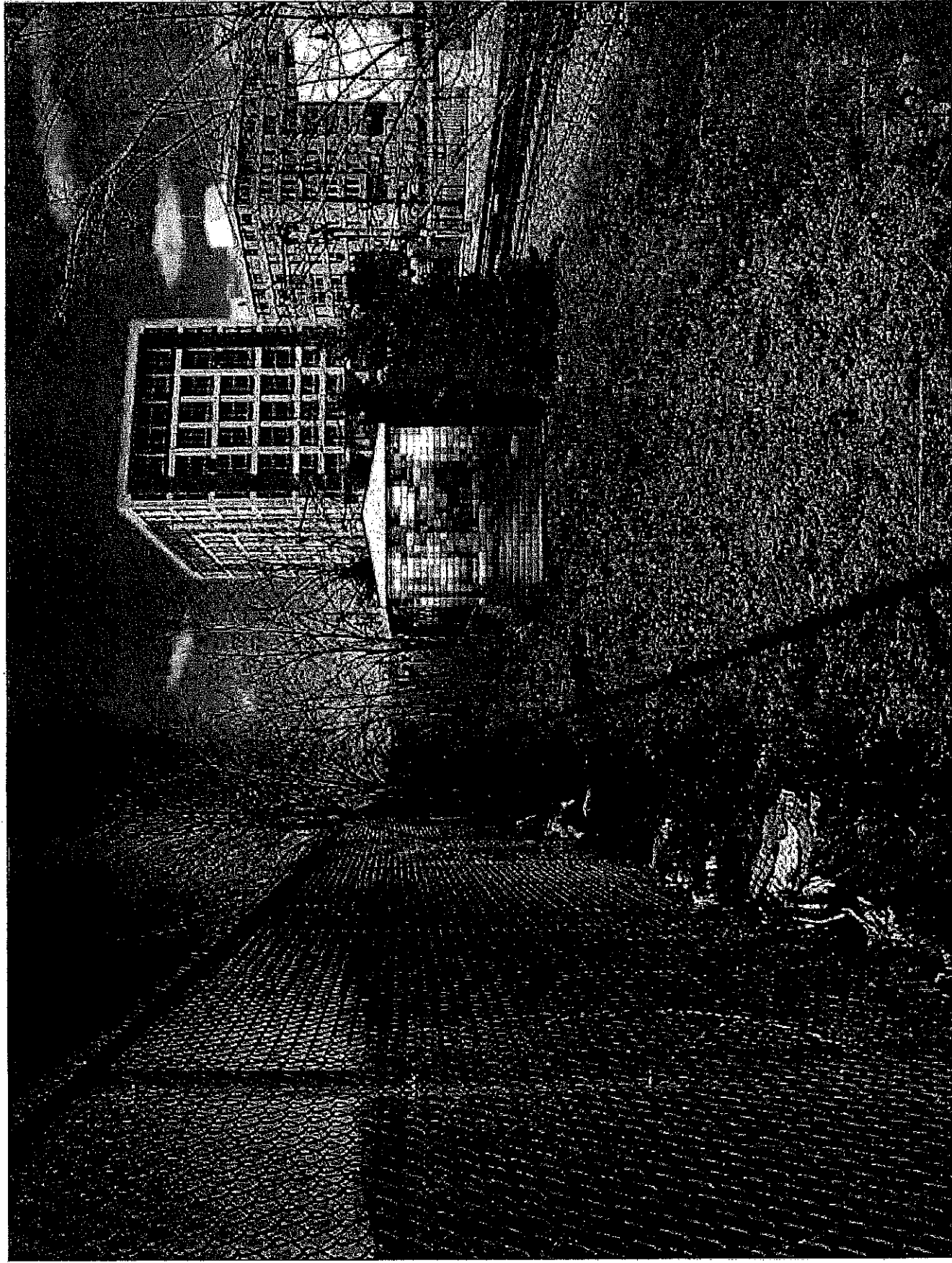
Existing



Proposed Scheme: Vault



Existing



Proposed Scheme: Pixels





Existing



Proposed: Pixels

# Resolution of the City of Jersey City, N.J.

City Clerk File No. \_\_\_\_\_ Res. 14.607

Agenda No. \_\_\_\_\_ 10.Q

Approved: \_\_\_\_\_ SEP 10 2014

TITLE:



## RESOLUTION AUTHORIZING THE EXECUTION OF A LICENSE AGREEMENT ALLOWING THE JERSEY CITY FREE PUBLIC LIBRARY TO USE SPACE IN CITY HALL TO CONDUCT ENGLISH SECONDARY LANGUAGE, CITIZENSHIP, AND CONVERSATION CLASSES FOR THE PUBLIC BENEFIT

### COUNCIL

offered and moved adoption of the following Resolution:

**WHEREAS**, the Jersey City Free Public Library is a non-profit corporation of the State of New Jersey, whose public purpose includes the provision of educational and cultural programs to the public; and

**WHEREAS**, the Jersey City Literacy Program is an educational program, including Citizenship, English as a Secondary Language (ESL), and Conversation classes, offered by Licensee to its patrons; and

**WHEREAS**, the Jersey City Office of Diversity and Inclusion and the Licensee partnered together to offer Citizenship, English Secondary Language (ESL), and Conversation classes to the community; and

**WHEREAS**, the Library wishes to hold the classes at City Hall during the fall semester while the Library undergoes major renovations; and

**WHEREAS**, the City desires to permit Licensee to use rooms in City Hall to hold classes during the Library's fall semester, subject to the availability of the rooms during the following days and times:

#### The Caucus Room (Room # 204):

\* Wednesdays: September 17, 2014 thru January 21, 2015, during the hours 6:00 PM – 8:00 PM

Saturdays: September 20, 2014 thru January 24, 2015 during the hours 10:30 AM-12:30 PM

#### The Business Administration Conference Room (Room 110)

\*Wednesdays: September 17, 2014 thru January 21, 2015, during the hours 6:00 PM – 8:00 PM

\*Thursdays: September 18, 2014 thru January 22, 2015, during the hours 6:00 PM – 8:00PM.

Saturdays: September 20, 2014 thru January 24, 2015, during the hours 1:00 PM – 2:30 PM.

\*If the rooms listed above are not available, then the displaced class may use the reception area of the Resident Response Center located in room 106.

**WHEREAS**, the Library understands that the City's required use of the rooms will take priority over the Library's permitted use, and that if the City must use the rooms during the specified days and times, the City will make reasonable efforts to accommodate the Library; and

City Clerk File No. 10.QAgenda No. SEP 10 2014

**TITLE: RESOLUTION AUTHORIZING THE EXECUTION OF A LICENSE AGREEMENT ALLOWING THE JERSEY CITY FREE PUBLIC LIBRARY TO USE SPACE IN CITY HALL TO CONDUCT ENGLISH SECONDARY LANGUAGE, CITIZENSHIP, AND CONVERSATION CLASSES FOR THE PUBLIC BENEFIT**

**WHEREAS**, the license agreement shall start on September 17, 2014 and end on January 24, 2015, and the Library shall have an option to renew the license agreement for an additional term starting on February 9, 2015 and ending on June 28, 2015, subject to the availability of space, the written consent of the Business Administrator, and the approval of the City Council.

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that:

1. The Library is authorized to use two (2) rooms in City Hall to perform the activities described in the License Agreement attached hereto; and
2. Subject to such modifications as may be deemed necessary or appropriate by Corporation Counsel, the Mayor or Business Administrator is authorized to execute the License Agreement in substantially the form attached hereto; and
3. The term of the License Agreement shall be effective on September 17, 2014 and terminate on January 24, 2015

CR/kn

9/3/14

APPROVED: \_\_\_\_\_

APPROVED: \_\_\_\_\_

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐Not Required ☐

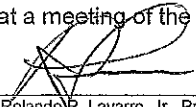
APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9.10.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

  
 Rolando R. Lavarro, Jr., President of Council

  
 Robert Byrne, City Clerk

**RESOLUTION FACT SHEET - CONTRACT AWARD**

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Ordinance/Resolution**

**RESOLUTION AUTHORIZING THE EXECUTION OF A LICENSE AGREEMENT ALLOWING THE JERSEY CITY FREE PUBLIC LIBRARY TO USE SPACE IN CITY HALL TO CONDUCT ENGLISH SECONDARY LANGUAGE, CITIZENSHIP, AND CONVERSATION CLASSES FOR THE PUBLIC BENEFIT**

**Project Manager**

Department/Division	Diversity and Inclusion	
Name/Title	Allison Solowsky	Director
Phone/email	(201) 547-4328	Asolowsky@icnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Contract Purpose**

The License Agreement allows the Jersey City Free Public Library to use space in City Hall to conduct English Secondary Language, Citizenship, and Conversation Classes for the public benefit.

**Cost (Identify all sources and amounts)**

N/A

**Contract term (include all proposed renewals)**

9/17/14 through 1/24/15, and the Library shall have an option to renew the license agreement for an additional term starting 2/9/15 through 6/28/15, subject to the written consent of the BA and the availability of space in City Hall.

Type of award

N/A

If "Other Exception", enter type

**Additional Information**

**I certify that all the facts presented herein are accurate.**

\_\_\_\_\_  
Signature of Department Director

\_\_\_\_\_  
Date

## **LICENSE AGREEMENT**

This AGREEMENT, entered into this \_\_\_\_ day of \_\_\_\_\_, 2014, is made by and between the City of Jersey City (the "City"), a municipal corporation of the State of New Jersey with offices at City Hall, 280 Grove Street, Jersey City, New Jersey 07302, and the Jersey City Free Public Library with offices at 472 Jersey Avenue, Jersey City, NJ 07302 ("Licensee").

### **WITNESSETH THAT:**

**WHEREAS**, the Jersey City Free Public Library is a non-profit corporation of the State of New Jersey, whose public purpose includes the provision of educational and cultural programs to the public; and

**WHEREAS**, the Jersey City Literacy Program is an educational program, including Citizenship, English as a Secondary Language (ESL), and Conversation classes, offered by Licensee to its patrons; and

**WHEREAS**, the Jersey City Office of Diversity and Inclusion and the Licensee partnered together to offer Citizenship, English Secondary Language (ESL), and Conversation classes to the community; and

**WHEREAS**, Licensee seeks to hold the classes at City Hall during the fall semester while the Library undergoes major renovations; and

**WHEREAS**, the City desires to permit Licensee to use rooms in City Hall to hold classes during the Library's fall semester, subject to the availability of the rooms;

**NOW, THEREFORE**, in consideration of the mutual promises and other conditions, covenants, and obligations made and agreed to by and between the parties, it is hereby agreed as follows:

### **1. TERM**

The City grants Licensee a license to access and use rooms located in City Hall for a term commencing on September 17, 2014 and ending on January 24, 2015 as further laid out below in Section 2- Location and Hours.

Prior to the expiration of this license agreement, Licensee may renew this license for an additional semester commencing on February 9, 2015 and ending on June 28, 2015, the days and times to be determined, subject to the availability of space and the written consent of the Business Administrator and approval of the City Council.

## **2. LOCATION AND HOURS**

Licensee's employees, officials, directors, and invitees may use the following rooms in City Hall, 280 Grove Street, Jersey City, New Jersey 07302 during the days and times specified below:

### The Caucus Room (Room # 204):

\* Wednesdays: September 17, 2014 thru January 21, 2015, during the hours 6:00 PM – 8:00 PM

Saturdays: September 20, 2014 thru January 24, 2015 during the hours 10:30 AM- 12:30 PM

### The Business Administration Conference Room (Room 110)

\*Wednesdays: September 17, 2014 thru January 21, 2015, during the hours 6:00 PM – 8:00 PM

\*Thursdays: September 18, 2014 thru January 22, 2015, during the hours 6:00 PM – 8:00PM.

Saturdays: September 20, 2014 thru January 24, 2015, during the hours 1:00 PM – 2:30 PM.

\*If the rooms listed above are not available, then the displaced class may use the reception area of the Resident Response Center located in room 106.

## **3. USE**

Under the terms of this license agreement, Licensee shall have the right to use the Caucus Room and Business Administration Conference Room in City Hall, as specified in Section 2, for the sole purpose of providing Citizenship, ESL, and Conversation classes to the public, and for no other purpose whatsoever.

Licensee understands that City use of the premises takes priority over Licensee's use as permitted herein. Accordingly, if the City must use any of the rooms during the times specified in Section 2, the City will make reasonable efforts to accommodate Licensee.

## **4. MAINTENANCE AND REPAIR**

- a. The City shall not be required to make any improvements to the rooms prior to Licensee's entry and use of the rooms for the purposes described herein.

- b. Licensee shall be responsible for maintaining the condition of the rooms and the property contained therein during its use of the rooms. Licensee will also restore the rooms to the same condition they were in prior to the Library, its employees, directors, officials, and invitees entry and use thereof.
- c. Any damage to property owned by or under the jurisdiction of the City resulting from or in any way arising out of the use of the premises by the Licensee will be repaired by the Licensee at its own cost and expense. If the Licensee fails to make such repairs within a reasonable time after being requested to do so, the City shall have the right to make such repairs and the Licensee agrees to reimburse the City for all costs and expenses thereof.

## **5. REVOCATION**

The permission hereby granted for use of the premises may be revoked at any time by the City with or without cause, by the City's Business Administrator giving five (5) days written notice to the Licensee. Revocation shall not relieve the Licensee of any liabilities or obligations which stem from its use of the premises which occurred on or prior to the date of revocation.

## **6. LIABILITY**

The Licensee agrees to assume any and all risk of loss or damage of any kind whatsoever to property or injury to or death including wrongful death of persons arising out of the Licensees use of the premises permitted herein. The Licensee further agrees to indemnify and hold harmless the City, its officers, directors, employees or agents from and against any and all claims, suits and demands based upon any of the risks so assumed, whether just or unjust, fraudulent or not, and for all costs and expenses incurred by them in the defense, settlement or satisfaction of any such claims, including attorney's fees and costs of suit. If so directed, the Licensee shall, at no cost or expense to the City, defend against such claims, in which event the Licensee shall not, without obtaining express permission in advance from the Corporation Counsel of the City, raise any defense involving in any way the immunity of the City, or the provisions of any statutes respecting suits against the City. The Licensee's liability under this License Agreement shall continue after the termination of it with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

## **7. INSURANCE**

The Licensee shall provide insurance coverage to the City indemnifying the City from any liability in connection with the Licensee's use of the premises. Licensee will supply the City with a copy of its insurance liability policy. The amount of the insurance shall be determined by the City's Risk Manager. The City shall be named as an additional insured party. All accidents or injuries to person, or any damages to property, occurring as a result of or in connection with the Licensee's use of the property shall be reported immediately to the City of Jersey City, Division of Risk Management and the Office of Real Estate as authorized representatives of the Licensor



together with all information required by the Licensor on prescribed forms to be provided by the Licensor. The Licensee agrees to obtain and maintain insurance coverage as follows:

- A. Comprehensive General Liability: including Premises Operations, Products Completed Operations, and Independent Contractor Coverages - covering as insured Licensee with not less than ONE MILLION DOLLARS (\$1,000,000.00) per occurrence for Bodily Injury and Property Damage Liability. The City of Jersey City, its agents, and servants shall be named as additional insured.
- B. Workers Compensation Insurance- covering as insured Licensee with not less than New Jersey Statutory Limits and including Employer's Liability of no less than ONE HUNDRED THOUSAND DOLLARS (\$100,000.00).

Licensee agrees to procure and maintain insurance of the kinds and in the amounts hereinabove provided by insurance companies authorized to do business in the State of New Jersey, as rated in the Best Key Rating Guide for Property and Casualty covering all operations under this Contract.

## **7. ASSIGNMENT OF RIGHTS**

The Licensee shall not sell or assign its rights pursuant to this Agreement or permit the use of the premises, or any part thereof or City property contained therein, to any other entity or person without the express prior written consent of the Business Administrator. Any unauthorized action in violation of this provision shall be void, and shall terminate the Licensee's rights pursuant to this Agreement.

## **8. LIMITATION OF RIGHTS**

The Licensee acknowledges that no property or other right is created other than that specifically defined and limited by this Agreement.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be duly signed and sealed the day and year written above.

**CITY OF JERSEY CITY**

**JERSEY CITY FREE PUBLIC LIBRARY**

By:

By:

---

Robert Kakoleski  
Business Administrator

---

Priscilla Gardner  
Library Director

Witness:

Witness:

---

Robert Byrne  
City Clerk

---

Darnelle Richardson  
Jersey City Literacy Program Coordinator

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14.608

Agenda No. 10.R

Approved: SEP 10 2014



**TITLE: RESOLUTION AUTHORIZING A LICENSE AGREEMENT WITH THE NEW JERSEY TURNPIKE AUTHORITY TO ENTER ONTO CITY PROPERTY LOCATED IN OR AROUND BLOCKS 30301-30309 ON THE CITY'S TAX MAP**

COUNCIL  
following resolution:

offered and moved adoption of the

WHEREAS, the New Jersey Turnpike Authority ("NJTA") intends to commence a construction project to improve the New Jersey Turnpike at Interchange 14A (the "Project"), which will include improvements to the ramp network connecting the Turnpike and local roadways at Interchange 14A, including connections to and from Route 440 and Port Jersey Blvd.; and

WHEREAS, the Project will provide significant benefits to the residents of and visitors to the City of Jersey City ("City"); and

WHEREAS, NJTA requires access to, and use of, the City roads and properties located in the area of the Project; and

WHEREAS, NJTA requests the City's permission to access any and all City roads, rights of way or other properties owned by the City which are located in or around Blocks 30301-30309 on the City's tax map for a time period of (18) months to complete the Project; and

WHEREAS, NJTA agrees to execute the License Agreement attached hereto to.

NOW, THEREFORE, Be It Resolved by the Municipal Council of the City of Jersey City that:

- 1) NJTA is authorized to enter onto City properties located in or around Blocks 30301-30309 on the City's tax map for the purpose of performing the activities described in, and in accordance with, the License Agreement attached hereto; and
- 2) Subject to such modifications as may be deemed necessary or appropriate by Corporation Counsel, the Mayor or Business Administrator is authorized to execute the License Agreement attached hereto; and
- 3) The term of the License Agreement shall be for eighteen (18) months effective upon execution of the License Agreement by City officials.

JM/kn  
9/2/2014

APPROVED: \_\_\_\_\_

APPROVED: \_\_\_\_\_

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9.10.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

## **RESOLUTION FACT SHEET – NON-CONTRACTUAL**

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

### **Full Title of Ordinance/Resolution**

**RESOLUTIN AUTHORIZING A LICENSE AGREEMENT WITH THE NEW JERSEY TURNPIKE AUTHORITY TO ENTER ONTO CITY PROPERTY LOCATED IN OR AROUND BLOCKS 30301-30309 ON THE CITY'S TAX MAP**

### **Initiator**

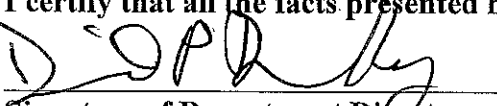
Department/Division	Mayor's Office	
Name/Title	Douglas Carlucci	Mayor's Aid
Phone/email	(201) 547-4943	DCarlucci@icnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

### **Resolution Purpose**

For execution of a right of entry license agreement allowing the New Jersey Turnpike Authority to enter onto City properties and roads located in or around Blocks 30301-30309 on the City's tax map to commence a construction project to improve the New Jersey Turnpike at Interchange 14A, which will include improvements to the ramp network connecting the Turnpike and local roadways at Interchange 14A, including connections to and from Route 440 and Port Jersey Blvd.

I certify that all the facts presented herein are accurate.

  
Signature of Department Director

Senior Admin

  
Date

10.R.



# City Council Replacement Cover Sheet

Submitted By	John McKinney
Department	Law Department
Date Submitted	9/10/2014
Pls. note Revisions and Page Number	Page 1. Section 1. Term changed from 18 months to 48 months.
	Page 2. Section 5. Additional indemnification language.
	Page 3. Section 9. Modified to include Turnpike officials/employees.
	Section 12. Insurance language modified.
	Page 5. Section 20. Term changed from 18 months to 48 months. Section 22. Additional building standards referenced.
	Section 23. Detour language added.

## LICENSE AGREEMENT

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2014 between the City of Jersey City, a municipal corporation of the State of New Jersey (hereinafter referred to as "City" or "Licensor"), having an address of 280 Grove Street, Jersey City, New Jersey 07302 and the New Jersey Turnpike Authority (hereinafter referred to as "Licensee"), a body corporate and politic of the State of New Jersey, having an address of 581 Main Street, P.O. Box 5042, Woodbridge, New Jersey 07095-5042.

By this Agreement the City grants permission to the Licensee, its contractors and agents, as well as the utility companies performing work within the Project limits, and their respective contractors and agents, to access any and all City roads, rights of way or other property owned by the City which is located in or around Blocks 30301-30309 on the City's tax map (hereinafter referred to as the "premises"). Licensee will be constructing improvements to the New Jersey Turnpike at Interchange 14A (the "Project"), which will include improvements to the ramp network connecting the Turnpike and local roadways at Interchange 14A, including connections to and from Route 440 and Port Jersey Blvd. Licensee is permitted to enter the premises for the purposes described in this Agreement and subject to the terms and conditions of this Agreement which are set forth below.

1. The term of this License is for a period of forty-eight (48) months effective as of the date this Agreement is executed by City officials.

2. The Licensee shall be permitted to use the premises for the following activities:

entering and re-entering the premises for the purpose of conducting any and all necessary acts, studies, testing, preparation, construction, reconstruction, observation and inspection which may be required in furtherance of the Project across, over, under and through the premises, as set forth in the construction plans and other documents relevant to the Project, which have been, and will be separately provided to the City (the "Project Contract Documents").

Use of the premises for activities other than those listed above are permitted only upon the review and written approval of the City Architect.

3. The permission hereby granted for use of the premises may be revoked at any time by the City with or without cause, by the City's Manager of Real Estate giving five (5) days' written notice to the Licensee. Revocation shall not relieve the Licensee of any liabilities or obligations which stem from its use of the premises which occurred on or prior to the date of revocation.

4. Any damage to property owned by or under the jurisdiction of the City resulting

from or in any way arising out of the use of the premises by the Licensee will be repaired by the Licensee at its own cost and expense. If the Licensee fails to make such repairs within a reasonable time after being requested to do so, the City shall have the right to make such repairs and the Licensee agrees to reimburse the City for all costs and expenses thereof.

5. The Licensee agrees to assume any and all risk of loss or damage of any kind whatsoever to property or injury to or death including wrongful death of persons arising out of the Licensee's use of the premises permitted herein. The Licensee further agrees to indemnify and hold harmless the City, its officers, directors, employees or agents from and against any and all claims, suits and demands arising out of the efforts of the Licensee, its agents, contractors, employees, or representatives as a result of Licensee's entry on the premises in furtherance of the Project, whether just or unjust, fraudulent or not, and for all costs and expenses incurred by them in the defense, settlement or satisfaction of any such claims, including attorney's fees and costs of suit, said indemnification to be limited by all applicable laws including the N.J. Tort Claims Act. If so directed, the Licensee shall, at no cost or expense to the City, defend against such claims, in which event the Licensee shall not, without obtaining express permission in advance from the Corporation Counsel of the City, raise any defense involving in any way the immunity of the City, or the provisions of any statutes respecting suits against the City. The Licensee's liability under this License Agreement shall continue after the termination of it with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

Licensee shall cause its construction contractor(s) to indemnify, defend, protect, and save harmless the City, its officers, agents, and employees from and against any and all suits, claims, losses, demands, fees, costs of investigation, cost of defense, and damages of whatever kind or nature arising out of any negligent act, error or omission by the contractor(s), its subcontractor(s), or employees arising out of any design, construction or inspection activities performed while on property owned and/or controlled by the City. The terms of this paragraph shall survive the expiration, rescission, and termination of this Agreement.

6. Nothing herein contained shall be understood or construed to create or grant any third party benefits, rights or property interest unless the person claiming such rights is identified herein and the rights claimed are expressly set forth herein.

7. The permission to use the premises is not intended to grant permission to use unoccupied property not under the jurisdiction of the City, nor is it intended to relieve the Licensee from its responsibility to procure and maintain in effect all other requisite permissions and approvals.

8. The entire agreement between the City and Licensee is contained herein and no modifications hereof shall be effective unless in writing, signed by the party to be charged herewith.

9. No officials, officers, commissioners, directors, employees or agents of either the City or the Licensee shall be charged personally with any liability under any term or provision of this agreement or because of its execution or attempted execution or because of any breach or alleged breach thereof.

10. The Licensee's use of the premises shall keep all improved and open public streets located outside of the premises free and clear of obstructions and shall not interfere with their use.

11. The City shall not be responsible for any loss or theft sustained by the Licensee during its use of the premises.

12. Licensee shall cause its construction contractor(s) to carry insurance in accordance with the most recent version of Subsection 106.20 of the Authority's Standard Specifications, as may be amended or supplemented for the Project. The City shall be added as an additional insured to the contractor's commercial general liability policy, automobile liability policy, owner's and contractor's protective policy, and to any excess or umbrella policy used to meet the required aggregate coverage. Coverage shall be kept current during construction through and until Licensee's final acceptance of the Project. Proof of insurance shall be provided to the City before Licensee makes entry onto the Premises. Copies of all notices of insurance renewal and/or cancellation shall be promptly provided to the City.

All accidents or injuries to person, or any damages to property, occurring as a result of or in connection with the Licensee's use of the property shall be reported immediately to the City of Jersey City, Division of Risk Management and the Office of Real Estate as authorized representatives of the Licensor together with all information required by the Licensor on prescribed forms to be provided by the Licensor.

13. The Licensee's use of the premises shall be in accordance with all applicable federal, state, county, and City laws and regulations including but not limited to health ordinances and regulations of the City of Jersey City which are applicable to the intended use of the premises by the Licensee.

14. All equipment installed or used by the Licensee in connection with its use of the premises that may be removed without damage to the Licensor's premises shall be deemed to be the property of the Licensee and shall be removed by it at the termination of the agreement, or not later than two (2) weeks thereafter. In the event that the same is not removed, the same shall be deemed abandoned and the Licensor shall have the right to dispose of the same and charge the Licensee for any cost of disposing thereof.

15. The Licensee shall provide in writing to the Licensor the name of one (1) authorized representative of the Licensee who shall be responsible for adherence to the terms and conditions of the Agreement before, during and after the effective date of this Agreement. No other persons are to speak or act for the Licensee.



16. All Notices between the parties hereto shall be addressed and delivered to the following:

Licensor: Ann Marie Miller, Manager  
Office of Real Estate  
City Hall  
280 Grove Street  
Jersey City, N.J. 07302  
Telephone No. (201) 547-5234

Licensee: Maura K. Tully  
Deputy General Counsel  
New Jersey Turnpike Authority  
Law Department  
581 Main Street  
P.O. Box 5042  
Woodbridge, New Jersey 07095-5042  
Fax: 732-750-5384  
Email: [mtully@turnpike.state.nj.us](mailto:mtully@turnpike.state.nj.us)

17. This Agreement, when properly executed, shall be binding upon and inure to the benefit of the parties hereto and the contractors or agents of Licensee. The Licensee shall not assign this Agreement, or any part thereof, or occupy the property for any other reason or reasons than herein stipulated in this Agreement, under penalty of damages.

18. All of the above terms and conditions shall be binding on the Licensee, Licensor and all other parties connected with the event for which the premises are herein licensed. Any and all violations of the terms and conditions of the said Agreement shall be considered just cause for immediate termination and cancellation of the Agreement.

19. This Agreement, when properly executed, shall be binding upon the parties hereto and their respective successors and assigns.

20. This Agreement shall terminate forty-eight (48) months after it is executed by City

officials.

21. NJTA shall notify the City within twenty-four (48) hours of its initial entry upon the premises

22. Construction of highway, roadway and structural improvements/modifications within City streets and existing City right-of-way pursuant to the Project ("City Improvements") will be done in accordance with NJTA's Standard Specifications, Sixth Edition 2004 or current edition, as amended and supplemented (the NJTA's "Standard Specifications"), and the NJDOT Standard Specifications for Road and Bridge Construction (2007), as may be amended by Standard Inputs, as applicable and as set forth in the Project Contract Documents.

23. Licensee is permitted to implement necessary detours within the City limits to construct the Project, in particular: a weekend detour of the Interchange 14A entering traffic will require traffic to be diverted to Route 185, Linden Avenue, Caven Point Road and Bay View Avenue to access Interchange 14B; another detour will be required to direct Garfield Avenue traffic to use Merritt Street, Avenue C, and Route 440 SB to access Interchange 14A during a projected 6-month closure of Bayonne's 53<sup>RD</sup> Street. The parties acknowledge that from time to time, these or other plans to detour pedestrian or vehicular traffic may need to be revised, developed or re-routed in order to accommodate changes or unforeseen circumstances during construction of the Project. To the extent feasible, Licensee shall notify the City in advance of any changes to these detour plans.

24. Upon completion of the Project, the City shall assume jurisdiction, ownership, and control over the traffic signal to be installed by the NJTA as part of the Project at the intersection of Port Jersey Boulevard and to be constructed Peninsula Road, with all related maintenance responsibilities therefor.

Please indicate the Licensee's acceptance of the foregoing by signing and dating the duplicate originals hereof.

AGREED to this \_\_\_\_\_ day of \_\_\_\_\_, 2014

NEW JERSEY TURNPIKE AUTHORITY  
(Licensee)

CITY OF JERSEY CITY

By: \_\_\_\_\_  
Joseph W. Mrozek  
Executive Director

By: \_\_\_\_\_  
Robert Kakoleski  
Business Administrator

Attest: \_\_\_\_\_  
Sheri Ann Czajkowski  
Secretary to the Authority

Attest: \_\_\_\_\_  
Robert Byrne  
City Clerk

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14.609

Agenda No. 10.5

Approved: SEP 10 2014

TITLE:



**RESOLUTION AUTHORIZING THE BUSINESS ADMINISTRATOR TO  
EXECUTE TWO DISCHARGE OF MORTGAGES AFFECTING 21  
BEACON AVENUE A/K/A BLOCK 5904, LOT 14 F/K/A BLOCK 560, LOT  
20**

**COUNCIL**  
of the following resolution:

**offered and moved adoption**

**WHEREAS**, on February 23, 2005 and January 24, 2007, Diane Zollowski (Borrower) executed mortgages in favor of the City of Jersey City (City) to secure the City's loans to her in the amount of \$6,000.00 and \$20,360.00 made under the HORP Program; and

**WHEREAS**, the loans were made for the purpose of making home improvements for a low or moderate income family and self-amortize over five (5) years provided the homeowner resides in the property and does not sell the property; and

**WHEREAS**, the mortgages affect the property known as 21 Beacon Avenue, Jersey City, also known as Block 5904, Lot 14 f/k/a Block 560, Lot 20; and

**WHEREAS**, five (5) years have passed since the loans were made and the City is obligated to execute a Discharge of Mortgage to remove the mortgages from the public record.

**NOW, THEREFORE, BE IT RESOLVED**, that the Business Administrator is authorized to execute a Discharge of Mortgage of Diane Zollowski in the sums of \$6,000.00 and \$20,360.00 affecting 21 Beacon Avenue, also known as Block 5904, Lot 14 f/k/a Block 560, Lot 20.

TW/igp  
8/15/14

APPROVED: \_\_\_\_\_

APPROVED: \_\_\_\_\_

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9.10.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

**RESOLUTION FACT SHEET – NON-CONTRACTUAL**

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Ordinance/Resolution**

**RESOLUTION AUTHORIZING THE BUSINESS ADMINISTRATOR TO  
EXECUTE A DISCHARGE OF MORTGAGE AFFECTING 21 BEACON AVENUE A/K/A  
BLOCK 5904, LOT 14 F/K/A BLOCK 560, LOT 20.**

**Initiator**

Department/Division	HEDC	Community Development
Name/Title	Michael Biondo <i>B</i>	HORP Supervisor
Phone/email	201-547-5086	biondom@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Resolution Purpose**

Discharge of a City Mortgage affecting 21 Beacon Avenue, Jersey City, NJ

**I certify that all the facts presented herein are accurate.**

*[Signature]* *14* *8/11/14*  
Signature of Department Director Date

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14-610

Agenda No. 10.T

Approved: SEP 10 2014

TITLE:



## RESOLUTION AUTHORIZING THE BUSINESS ADMINISTRATOR TO EXECUTE A DISCHARGE OF MORTGAGE AFFECTING 101 CRESCENT AVENUE A/K/A BLOCK 16903, LOT 23 F/K/A BLOCK 1922, LOT S

**COUNCIL**  
of the following resolution:

offered and moved adoption

**WHEREAS**, on September 12, 2001, Gloria Smith (Borrower) executed a mortgage in favor of the City of Jersey City (City) to secure the City's loan to her in the amount of \$6,000.00 made under the HORP Program; and

**WHEREAS**, the loan was made for the purpose of making home improvements for a low or moderate income family and it self-amortizes over five (5) years provided the homeowner resides in the property and does not sell the property; and

**WHEREAS**, the mortgage affects property known as 101 Crescent Avenue, Jersey City, also known as Block 16903, Lot 23 f/k/a Block 1922, Lot S; and

**WHEREAS**, five (5) years have passed since the loan was made and the City is obligated to execute a Discharge of Mortgage to remove the mortgage from the public record.

**NOW, THEREFORE, BE IT RESOLVED**, that the Business Administrator is authorized to execute a Discharge of Mortgage of Gloria Smith in the sum of \$6,000.00 affecting 101 Crescent Avenue, also known as Block 16903, Lot 23 f/k/a Block 1922, Lot S.

IW/igp  
8/15/14

APPROVED: \_\_\_\_\_

APPROVED: \_\_\_\_\_

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9.10.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

**RESOLUTION FACT SHEET – NON-CONTRACTUAL**

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Ordinance/Resolution**

**RESOLUTION AUTHORIZING THE BUSINESS ADMINISTRATOR TO  
EXECUTE A DISCHARGE OF MORTGAGE AFFECTING 101 CRESCENT AVE  
BLOCK 16903- LOT 23**

**Initiator**

Department/Division	HEDC	Community Development
Name/Title	Michael Biondo <i>MB</i>	HORP Supervisor
Phone/email	201-547-5086	biondom@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Resolution Purpose**

Discharge of a City Mortgage affecting 101 CRESCENT AVE Jersey City, NJ

**I certify that all the facts presented herein are accurate.**

  
**Signature of Department Director**

8/13/14  
**Date**

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14.611

Agenda No. 10.U

Approved: SEP 10 2014

TITLE:



## RESOLUTION HONORING DR. BARRY HARRIS

Council as a whole, offered and moved adoption of the following resolution:

**WHEREAS**, Barry Harris is an internationally renowned Jazz Pianist, Composer and Teacher. A recipient of an Honorary Doctorate from Northwestern University, Dr. Harris received the Living Jazz Fellowship from the National Endorsement for the Arts; and

**WHEREAS**, Dr. Harris had devoted his life to the advancement of jazz. In the 1980's he founded the Jazz Cultural Theater. For the past several decades Dr. Harris has been an exponent of the classic jazz style that was developed by Charlie Parker, Dizzy Gillespie, Brad Powell, Thelonius Monk and Coleman Hawkins; and

**WHEREAS**, Dr. Harris received an Award for Excellence in the Arts from Manhattan Borough President David N. Dinkins. This award was given in recognition of his devoted public service and in honor of excellence in the field of music; and

**WHEREAS**, In 1999, Dr. Harris received the Mentor Award for his work with youngsters at the Manhattan County School in New York City. Dr. Harris often appears as a guest lecturer at many universities and musical venues around the world. His focus on the complete aspects of music including improvisation, harmonic movement and theory; and

**WHEREAS**, Dr. Barry Harris will be playing a concert at the Old Bergen Church on August 24, 2014 to honor the memory of Jersey City writer, Ray Ellis Green; and

**NOW, THEREFORE, BE IT RESOLVED**, that the Municipal Council of Jersey City does not hereby honor Dr. Barry Harris and wishes him continued success in all his musical ventures in the future.

APPROVED: \_\_\_\_\_

APPROVED: \_\_\_\_\_

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9.10.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk



# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14.612  
Agenda No. 10.V  
Approved: SEP 10 2014



TITLE:

## RESOLUTION HONORING DR. HENRY CANNON JR. ON THE 30<sup>th</sup> ANNIVERSARY OF HIS PASTORATE

**COUNCIL AS A WHOLE**, offered and moved adoption of the following resolution:

**WHEREAS**, Henry Cannon, Jr. was born to the late Henry Cannon, Sr. and Lissie Trowel Cannon, on September 26, 1948, in Blackville, South Carolina. He was the oldest of sixteen children. The Cannon family relocated to Jersey City during Henry's early years. Henry attended Public School #5 and is a 1987 Ferris High School Graduate; and

**WHEREAS**, from his early childhood **Rev. Cannon** always loved electronics. At the age of twelve, he built his first crystal radio and short wave radio. He developed Hobby Shack, an electronics training company and trained young men to build and repair electronics; and

**WHEREAS**, Henry joined the U.S. Army in 1970 during the Vietnam War and received an honorable discharge as a Specialist 4. He then returned to the career he loved, the field of electronics. He worked for Sound Design and Ohaus before graduating from Cititone Institute as a Computer Technician; and

**WHEREAS**, **Reverend Cannon** was called to the ministry at the age of 14. He earned a Bachelor of Theology Degree, a Master of Theology Degree, Doctor of Ministry Degree and an Honorary Doctorate of Divinity Degree from Grace Hill Bible College in Newark, N.J.; and

**WHEREAS**, **Rev. Dr. Cannon** worked with his father as Assistant Pastor of Gospel Light Church of God in Christ for many years. **Rev. Dr. Cannon** founded Gospel Christian Church in 1984 with five members, including himself. In the thirty years since its founding, the congregation has grown tremendously as has the value of the church; and

**WHEREAS**, **Rev. Dr. Cannon** met and married Glendia Person Cannon in 1968. Their forty six year union has been one of love and respect. On January 9, 2008, the Municipal Council dedicated that the corner of 4<sup>th</sup> and Monmouth Streets also be known as **Dr. Henry Cannon Jr. Way**; and

**NOW, THEREFORE, BE IT RESOLVED**, that the Municipal Council of the City of Jersey City does hereby honor **Dr. Henry Cannon Jr.** on the **30<sup>th</sup> Anniversary of his Pastorate** and wishes him a Happy Birthday and Happy Anniversary.

APPROVED: \_\_\_\_\_

APPROVED: \_\_\_\_\_

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9.10.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14.613  
Agenda No. 10.W  
Approved: SEP 10 2014  
TITLE:



## Resolution Recognizing Commissioner Michael J.J. Malloy Jr. on the Occasion of his 40<sup>th</sup> Annual Barbeque

Council as a whole offered and moved adoption of the following resolution:

**WHEREAS**, the City of Jersey City is proud to recognize Commissioner Michael J.J. Malloy Jr. during the celebration of the 40<sup>th</sup> Annual BBQ at Monmouth Race Track on Sunday, August 31<sup>st</sup>, 2014; and

**WHEREAS**, a lifelong resident of Jersey City, Commissioner Michael J.J. Malloy Jr. attended St. Michael's Grammar School and Dickinson High School. He went on to proudly serve in the United States Army during the Vietnam War from 1965 to 1967, and was awarded the Presidential Unit Citation and a Purple Heart for his wounds in combat; and

**WHEREAS**, upon returning home from military service, Commissioner Michael J.J. Malloy Jr. began work at Laidlaw Auto Repair, and after seven years, he was able to purchase the business; and

**WHEREAS**, an active member of his community, Commissioner Michael J.J. Malloy Jr. has served as a Commissioner of the Jersey City Incinerator Authority since 2004. He has previously served as a member of the Ancient Order of the Hibernians, the North Arlington Elks Club, the Jersey City Saint Patrick's Day Parade Committee, the Jersey City Police Emerald Society, St. Peter's College, Christ Hospital, the Salvation Army, New Jersey City University and the Police Athletic League; and

**WHEREAS**, Commissioner Michael J.J. Malloy Jr. has been recognized as the Irishman of the Year and Irishman of the Millennium, and in 2010, Laidlaw Avenue was renamed Michael J. Malloy Way; and

**WHEREAS**, during the 40<sup>th</sup> Annual BBQ hosted by Commissioner Michael J.J. Malloy Jr., the City of Jersey City recognizes his efforts and deeply rooted commitment to the Jersey City Incinerator Authority, and the constituents of Jersey City.

**NOW, THEREFORE, BE IT RESOLVED**, that the Municipal Council of the City of Jersey City, does hereby commend Commissioner Michael J.J. Malloy Jr. during the 40<sup>th</sup> Annual BBQ for his charitable nature and continued leadership shown throughout his career.

APPROVED: \_\_\_\_\_

APPROVED: \_\_\_\_\_  
Business Administrator

APPROVED AS TO LEGAL FORM

\_\_\_\_\_  
Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9.10.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

\_\_\_\_\_  
Rolando R. Lavarro, Jr., President of Council

\_\_\_\_\_  
Robert Byrne, City Clerk

# Resolution of the City of Jersey City, N.J.

City Clerk File No. \_\_\_\_\_ Res. 14.614

Agenda No. \_\_\_\_\_ 10.X

Approved: \_\_\_\_\_ SEP 10 2014

TITLE:



## Resolution Congratulating the Jackie Robinson Little League on Winning the RBI Championship of the 2014 World Series

Council as a whole offered and moved adoption of the following resolution:

**WHEREAS**, the Jackie Robinson Little League is an organization that is rich in the tradition of baseball. This little league baseball provides recreation to over 150 children in Jersey City. They combine the essence of baseball's history with current reflections of the game. This combination is reflected in the mix of the team names; and

**WHEREAS**, Jackie Robinson paved the way for diversity in baseball. The Jackie Robinson Little League follows in his footsteps. Their goal is to introduce baseball to its future stars; and

**WHEREAS**, through this program, youth experience the richness and excitement of America's greatest pastime. They learn sportsmanship and other important values while increasing their skills. Their involvement affords them an opportunity to build their self-esteem while exposing them to a positive, fun environment; and

**WHEREAS**, Jackie Robinson RBI program has provided a path for many players to enter the college and professional game. More than 200 RBI participants have been drafted by MLB Clubs throughout the program's 26-year history, and many others were given the opportunity for higher education through baseball and softball scholarships; and

**WHEREAS**, Jersey City, N.J. has won its second Senior Baseball Division Championship in three years at the 2014 Reviving Baseball in Inner Cities (RBI) World Series, finished the tournament with a 5-1 record; and

**WHEREAS**, the Jackie Robinson Baseball League is truly an asset to Jersey City, as well as vital to our youth. The program encourages team members in the sport of baseball, and instills in them the importance of confidence, fitness, sportsmanship and teamwork.

**NOW, THEREFORE BE IT RESOLVED**, that the Municipal Council of the City of Jersey City does hereby applaud the efforts and hard work of President Brian Mills, Head Coach Ron Hayward, Assistant Coach Oscar Sanchez, Assistant Coach Andres Santana, and Assistant Coach Elliot Hayward and all the talented players.

APPROVED: \_\_\_\_\_

APPROVED: \_\_\_\_\_

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9.10.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14.615  
Agenda No. 10.Y  
Approved: SEP 10 2014  
TITLE:



## Resolution Commemorating the 75th Anniversary of The Katyn Forest Massacre

Council as a whole, offered and moved adoption of the following resolution:

WHEREAS, in 1940, in the Katyn Forest near Smolensk, Russia, on Josef Stalin's orders, the Soviet Union N.K.V.D. secret police executed and buried in mass graves more than 20,000 Polish soldiers, officers, police officials, politicians, intellectuals, professors, priests, rabbis and many other national leaders who had been taken prisoner when the Soviet Union joined the German Nazi government in an invasion of Poland in September 1939; and

WHEREAS, in 1941, Nazi Germany invaded the Soviet Union. The Soviets switched alliances and joined with Poland. The Soviets in turn agreed to release Polish prisoners of war. At this time, the Polish government-in-exile realized a large number of prisoners of war were missing. Stalin insisted they had escaped; and

WHEREAS, on April 13, 1943, the Nazi German Army captured the area around Smolensk and discovered the mass graves and announced to the world that the Soviets were responsible for the massacre. The Soviets accused the Germans of trying to undermine the Allies and blamed the massacre on the German Nazi army. The Polish government-in-exile requested an investigation by the International Red Cross, which caused the Soviets to break their alliance with Poland and accuse Poland of treachery. In order to preserve the trilateral alliance against the German Nazis, the governments of Britain and the United States preferred to overlook the massacre; and

WHEREAS, until the end of the 1980s, the Soviet Union categorically denied its involvement in the massacre and continued to blame the massacre on the German Nazi Army. In 1989, with the collapse of the Soviet government, Soviet leader Mikhail Gorbachev finally admitted that the Soviet N.K.V.D. had executed the Polish prisoners of war, and confirmed two other burial sites similar to the site at Katyn; and

WHEREAS, a statue dedicated to the Katyn Forest Massacre is featured at Exchange Place in the downtown section of the City of Jersey City that depicts the wounds suffered by the prisoners of war and the nation of Poland; and

WHEREAS, on Sunday September 14, 2014, the Polish American Congress, representatives of Polish veteran groups, and the Katyn Forest Massacre Memorial Committee, Inc. will hold a memorial service to honor the memory of the victims of the Katyn Massacre, the victims of the Second World War and the victims of the terrorist attacks of September 11, 2001.

NOW, THEREFORE BE IT RESOLVED, that the Municipal Council of the City of Jersey City does hereby applaud the efforts of the Polish American Congress and the Katyn Forest Massacre Memorial Committee, Inc. We urge all residents to participate in the memorial service honoring fallen heroes.

APPROVED: \_\_\_\_\_

APPROVED: \_\_\_\_\_

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9.10.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14.616

Agenda No. 10.Z

Approved: SEP 10 2014

TITLE:



## RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH ARCHER & GREINER, P.C. TO PROVIDE LEGAL COUNSEL (BOND COUNSEL) TO THE CITY OF JERSEY CITY

**COUNCIL**

**offered and moved**

**adoption of the following resolution:**

**WHEREAS**, in order for the City of Jersey City, (the "City") to issue, sell, and deliver bonds, bond anticipation notes, school promissory notes, tax appeal, refunding notes, restructuring and other obligations of the City in the tax-exempt securities market, the City must retain bond counsel to provide legal services; and

**WHEREAS**, the City desires to retain qualified bond counsel in connection with the authorization, issuance, sale and delivery of said City obligations from time to time; and

**WHEREAS**, the City posted notice on its website of a Request for Qualifications (RFQ) for bond counsel services; and

**WHEREAS**, Archer & Greiner, P.C. possess the qualifications and expertise to provide these professional legal services; and

**WHEREAS**, Archer & Greiner, P.C. agreed to provide necessary legal services required to provide for the authorization, issuance, sale and delivery of the City obligations and related special counsel legal services in accordance with this resolution; and

**WHEREAS**, the agreement authorized is effective as of September 11, 2014 and shall end on July, 29, 2015 inclusive; and

**WHEREAS**, the total amount of the contract shall not exceed the sum of \$125,000; and

**WHEREAS**, funds in the amount of \$125,000 are available in Account No. 04-215 55-888-990; and

**WHEREAS**, these services qualify as professional services exempt from public bidding under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.; and

**WHEREAS**, this contract is awarded pursuant to the "fair and open" provisions of N.J.S.A. 19:44A-20.4 et seq. (the "Pay to Play" Law);

**WHEREAS**, Gluck Walrath, LLP has submitted its Certification of Compliance with the City's Contractor Pay-to-play Reform Ordinance adopted on September 3, 2008.

**NOW, THEREFORE, BE IT RESOLVED** by the Municipal Council of the City of Jersey City that:

1. The Mayor or Business Administrator is authorized to execute a professional services agreement, in substantially the form of the attached, with Archer & Greiner, P.C., for providing legal counsel in connection with the authorization, issuance, sale and delivery of City obligations from time to time for a contract term commencing on September 11, 2014 and ending on July 29, 2015 for a total contract amount not to exceed \$125,000.00 which is based on the following fee schedule:

City Clerk File No.

Res. 14.616

Agenda No.

10.2 SEP 10 2014

TITLE:

- A. For services rendered or in connection with each bond sale a fee of \$4,000 plus \$1.00 per \$1,000 of bonds issued.
- B. For services rendered in connection with the preparation of the each bond ordinance, a fee of \$400 for each single purpose ordinance and \$600 for each multi purpose ordinance.
- C. The fee for any temporary financing involving a private placement and not involving numerous notes, preparation of an OS, complicated arbitrage analysis, investment yield restrictions or attendance at the closing shall be \$1,250 for Bond Counsel's approving legal opinion and \$.80 per \$1,000 of bond, tax anticipation or emergency notes issued.
- D. In the event of an advance refunding bond issue providing for an escrow agreement and an investment of the proceeds consistent with the restrictions of the IRS Code to provide payment of a prior issue of bonds, there will be a fee of \$5,000 in addition to the fees described herein.
- E. Services rendered beyond the scope of those described above will be billed at the hourly rates in effect when the services are rendered. These rates range from \$75.00 to \$150.00 per hour depending on the attorney or paralegal involved.
- F. In the event that services are provided that do not result in the issuance of permanent or temporary obligations, the fee to be charged shall be provided in E above.

2. This contract is awarded as a professional services agreement under the Local Public Contracts Law, N.J.S.A. 40A:11-5(1)(a)(l).

3. This contract is awarded pursuant to the "fair and open" provisions of N.J.S.A. 19:44A-20.4 et seq. (the "Pay to Play" Law);

4. The Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance, attached hereto and incorporated herein by reference, shall be placed on file with this resolution.

5. The award of this contract shall be subject to the condition that Gluck Walrath, LLP, provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-1 et seq.;

6. Notice of this action shall be published in a newspaper of general circulation within the municipality as required by law within (10) days of this award.

I, Donna Mauer, Donna Mauer, Chief Financial Officer certify that funds in the amount of \$125,000 are available in Account No. No. 04-215-55-888-990 PO# 114614.

APPROVED:

Donna Mauer CFO  
Business Administrator

APPROVED AS TO LEGAL FORM

[Signature]  
Corporation Counsel

Certification Required ☐Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9.10.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr.  
Rolando R. Lavarro, Jr., President of Council

Robert Byrne  
Robert Byrne, City Clerk

616  
**RESOLUTION FACT SHEET - CONTRACT AWARD**

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Ordinance/Resolution**

**RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH ARCHER & GREINER, P.C. TO PROVIDE LEGAL COUNSEL (BOND COUNSEL) TO THE CITY OF JERSEY CITY**

**Project Manager**

Department/Division	Administration	Management & Budget
Name/Title	Dorina Mauer	CFO
Phone/email	201-547-5042	DorinaM@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Contract Purpose**

To retain qualified bond counsel to provide professional legal services in connection with the issuance of certain obligations and legal advice with respect to the Local Bond Law.

**Cost (Identify all sources and amounts)**

Capital Funds  
This contract is funded from the proceeds of bond/note sales

**Contract term (include all proposed renewals)**

September 11, 2014 – July 29, 2015

**Type of award** Fair and Open - RFQ

**If "Other Exception", enter type**

**Additional Information**

I certify that all the facts presented herein are accurate.

  
Signature of Department Director

9/5/14  
Date

## AGREEMENT

AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, 2014 between the City of Jersey City, a Municipal Corporation of the State of New Jersey ("City") and Archer & Greiner, P.C. (hereinafter referred to as "Special Counsel").

WITNESSTH, that in consideration of the mutual covenants set forth, the City and Special Counsel agree as follows:

### ARTICLE I

#### Purpose of Agreement

The purpose of this Agreement is for Special Counsel to provide necessary legal services required to consummate the authorization, issuance, sale and delivery of City obligations.

### ARTICLE II

#### Scope of Services

1. Special Counsel is hereby retained as an independent contractor and shall perform for the City legal services in connection with the authorization, issuance, sale and delivery of City obligations including but not limited to bonds, bond anticipation notes, school promissory notes, tax appeal refunding notes, restructuring and other obligations of the City in the tax-exempt securities market.

2. This agreement shall be one year commencing on the date executed by City officials.

3. The scope of services to be performed shall not be materially different from, or more or less extensive, than those specified above unless such modifications are reduced in writing and signed by authorized representatives of the City and Special Counsel. Any modifications which increase the compensation of Special Counsel shall require the prior authorization of the governing body of the City.

### ARTICLE III

#### Billing Practices and Other Guideline Procedures

Disbursements should be charged only on the basis of the actual direct out-of-pocket costs to the Special Counsel and billed with sufficient detail to permit assessment of their compliance with the following guidelines: (i) in the case of photocopying, the per page charge not to exceed fifteen cents (\$.15) per page; (ii) in the case of facsimile transmittal, the per page charge not to exceed one dollar and fifty cents (\$1.50) per page; and (iii) charges for mileage and parking shall not be charged to the City.

The City expects that the Special Counsel will need to obtain the services of third-parties such as court reporters, investigators, consultants, experts, title companies, appraisers, messenger services, etc., in order to carry out their assignments and will contract with those service providers upon the approval of the City. With the exception of the court reporters, Special Counsel shall notify the City of their engagement of all third-party service providers and obtain authorization for those services from the City. Special



Counsel will pay all third-party service providers directly and will bill the City for those services and provide detailed disbursements in monthly invoices. This City will not accept separate invoices from service providers submitted directly to the City for payment.

If the Special Counsel receives discounts from messenger services, title agencies, investigators or other categories of service provider, those discounts must be passed on to the City and noted on each invoice.

The City does not agree to pay for the following disbursements unless specifically approved in advance for any specific matter by the City:

- word processing;
- secretaries' overtime, proofreading, placing or organizing documents in files;
- meals;
- first class air or rail travel, chauffeur driven limousines;
- hotel accommodations;
- charges for use of conference rooms or office space.

Should the services of one or more other persons with Special Counsel's firm be deemed necessary and approved, the City expects that an appropriate number of attorneys and paralegals at all practice levels will be available for assignment to its matters so that matters can be handled in the most efficient manner possible. Further, the City expects that tasks will be performed by the appropriate level attorney (partner or associates) or paralegal. If Special Counsel decides to staff tasks such as document indexing or preparing deposition summaries with associates rather than paralegals without the City's prior permission, the City agrees to pay only at the rate for paralegals.

The City reserves the right to discuss with its outside counsel and approve the particular attorneys who will be assigned to work on each matter. The City also reserves the right to request the removal of any attorney from the City's assignments for any reason.

The City does not agree to pay for excessive in-office consultations between attorneys or attorneys and paralegals, or for administrative meetings with associates and paralegals.

The City does not agree to pay for time spent educating lawyers as a result of the transfer or work between attorneys within the law firm unless approved by the City in advance. A complete or substantially complete transfer of work from an attorney having significant responsibility on a matter to another attorney or attorneys must be approved by the City.

The City does not agree to pay for more than one attorney's attendance at meetings, depositions, conferences or hearings unless the City authorizes such attendance in advance.

ARTICLE IV  
Compensation and Payment

1. The total fee payable to Special Counsel for the entire term of this Agreement shall not exceed \$125,000.00, including expenses. This amount is based on the following fee schedule:

- A. For services rendered or in connection with each bond sale a fee of \$4,000 plus \$1.00 per \$1,000 of bonds issued.
- B. For services rendered in connection with the preparation of the each bond ordinance, a fee of \$400 for each single purpose ordinance and \$600 for each multi purpose ordinance.
- C. The fee for any temporary financing involving a private placement and not involving numerous notes, preparation of an OS, complicated arbitrage analysis, investment yield restrictions or attendance at the closing shall be \$1,250 for Bond Counsel's approving legal opinion and \$.80 per \$1,000 of bond, tax anticipation or emergency notes issued.
- D. In the event of an advance refunding bond issue providing for an escrow agreement and an investment of the proceeds consistent with the restrictions of the IRS Code to provide payment of a prior issue of bonds, there will be a fee of \$5,000 in addition to the fees described herein.
- E. Services rendered beyond the scope of those described above will be billed at the hourly rates in effect when the services are rendered. These rates range from \$75.00 to \$150.00 per hour depending on the attorney or paralegal involved.
- F. In the event that services are provided that do not result in the issuance of permanent or temporary obligations, the fee to be charged shall be provided in E above.

ARTICLE V  
Insurance

1. Special Counsel shall purchase and maintain the following insurance during the term of this Agreement:

A. Comprehensive General Liability: including Premises Operations, and Products Completed Operations - covering as insured the Special Counsel with not less than One Million (\$1,000,000) Dollars combined single limit for Bodily Injury and Property

Damage Liability. The City of Jersey City, its agents, servants shall be named as additional named insured.

B. Workmen's Compensation Insurance: benefit securing compensation for the benefit of the employees of the Special Counsel in the sum of One Hundred Thousand (\$100,000) Dollars

(Statutory).

C. Professional Liability Insurance: covering as insured the Special Counsel with not less than ONE MILLION DOLLARS (\$1,000,000) Limit of Liability. Said policy shall include an endorsement whereby the Special Counsel indemnifies and holds harmless the CITY, its respective employees from all claims against any of them for personal injury or death or property damage arising solely out of the negligent performance of professional service or caused by error, omission, or negligent act of the Special Counsel or any one employed by the Special Counsel. This policy must be written on an "Occurrence" form. A "Claims Made" form is unacceptable.

2. The Special Counsel agrees to procure and maintain insurance of the kinds and in the amounts herein above provided by insurance companies authorized to do business in the State of New Jersey, as rated in the Best Key Rating Guide for Property and Casualty covering all operations under this Contract.

Before commencing the work, the Special Counsel shall furnish the City certificates of such insurance upon execution of this Contract.

3. The insurance policies described in this Article shall be kept in force for a period specified below.

A. Comprehensive General Liability, Automobile Liability Coverage, and Workmen's Compensation Insurance, shall be kept in force until submission of the Special Counsel's final invoice.

#### ARTICLE VI Termination

The City reserves the right to terminate this Agreement at any time at its convenience, in which event Special Counsel shall be paid for services due up to the date of termination. Thereafter, this Agreement shall be considered null and void with no further rights or obligations emanating therefrom.

#### ARTICLE VII Entire Agreement

This Agreement constitutes the entire agreement between City and Special Counsel. It supersedes all prior or contemporaneous communications, representations of agreement, whether oral or written with respect to the subject matter thereof and has been induced by no representations, statements or agreements other than those herein expressed. No agreement hereafter made between the parties shall be binding on either party unless reduced to writing and signed by an authorized officer of the party sought to be bound thereby.

#### ARTICLE VIII Assignment

Special Counsel shall make no assignment or transfer of this Agreement or assign or transfer any

part of the work under this Agreement.

ARTICLE IX  
Choice of Law

This Agreement shall be deemed to have been made, executed and delivered in the State of New Jersey. The terms and conditions of this agreement shall be constructed in accordance with the laws of the State of New Jersey.

ARTICLE X  
Modification

The parties hereto reserve the right subject to mutual assent, to modify the terms and conditions as herein contained, as necessary and as evidenced by a written formal executed Addendum to the agreement.

ARTICLE XI  
Counter-parts

This Agreement shall be executed in four counter-parts, each of which shall be deemed to be an original and such counter-parts shall constitute one and the same document.

ARTICLE XII  
Paragraph Headings

The paragraph headings in this Agreement are for convenience only; they form no part of this agreement and shall not affect its interpretation.

ARTICLE XIII  
Severability

If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, such determination shall not affect or impair any other provision of this agreement.

ARTICLE XIV  
Indulgences

Neither the failure nor any delay on the part of any party hereto to exercise any right, remedy, power or privilege (collectively "rights") under this agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right preclude any other or further exercise of the same or any other right, or, with respect to any occurrence be construed as a waiver of such right with respect to any other occurrence.

ARTICLE XV  
Compliance with Equal Employment  
Opportunity/Affirmative Action Plan

(A) If the Agreement exceeds \$36,000.00, it shall also be subject to the provisions of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq. ( Equal Employment Opportunity and Affirmative Action provisions).

(B) This Agreement shall not become effective and Special Counsel shall provide no services under this Agreement until it has complied with the Equal Employment Opportunity and Affirmative Action provisions. The Mandatory Equal Employment Opportunity/Affirmative Action Language, Exhibit A summarizes the full, required regulatory text (Exhibit A and additional EEO/AA mandatory languages and forms are attached hereto and incorporated herein).

C) Special Counsel shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

1) A photo copy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action programs (good for one year from the date of the letter); or

2) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4; or

3) A photocopy of an Employee Information Report (Form AA 302) provided by the Division and distributed to the public agency to be completed by the contractor, in accordance with N.J.A.C. 17:27-4

## ARTICLE XVI

### Notice

All notices, requests, demands or other communications hereunder shall be in writing and shall be deemed to be duly given if delivered to:

City of Jersey City  
Business Administrator  
280 Grove Street  
Jersey City, New Jersey 07302

Archer & Greiner, P.C.  
River View Plaza, 10 Highway 35  
Red Bank, New Jersey 07701

## ARTICLE XVII

### New Jersey Business Registration Requirements

The Special Counsel shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor.

Before final payment on the contract is made by the contracting agency, the Special Counsel shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, Special Counsel and each of its affiliates and a subcontractor and each of its affiliates (N.J.S.A. 52:32-44(g)(3)) shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L. 2001, c. 134 (C.52:32-44 et seq.) or subsection e. or f. of section 92 of P.L. 1977, c. 110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

## ARTICLE XVIII

### City of Jersey City Contractor Pay-to-Play Reform Ordinance

This contract was awarded in accordance with the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 23, 2008. As such the undersigned does hereby attest that Contractor, its subsidiaries, assigns or principals have neither made a reportable contribution in the one year period preceding the date that the City Council awards the contract (contributions made prior to September 23, 2008 are exempt) that would be deemed to be a violation of Ordinance 08-128, nor will Contractor, its subsidiaries, assigns or principals make a reportable contribution during the term of the contract that would be in violation of Ordinance 08-128.

IN WITNESS WHEREOF, the parties hereto have duly executed this agreement on the date set forth above.

ATTEST:

CITY OF JERSEY CITY

\_\_\_\_\_  
ROBERT BYRNE  
City Clerk

\_\_\_\_\_  
ROBERT KAKOLESKI  
Business Administrator

ATTEST:

ARCHER & GREINER, P.C.

\_\_\_\_\_

\_\_\_\_\_

## REQUIRED ADMINISTRATIVE FORMS

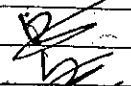
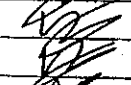
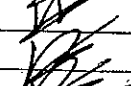
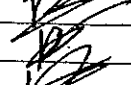

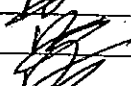





Please place the checklist and the required forms which follow at the front of your packet to facilitate the review of your submission.

CITY OF JERSEY CITY

PROJECT: Bond Counsel Legal Services

RESPONDENT: Brian M. Nelson, Partner , Archer & Greiner, P.C.

### RESPONDENT'S CHECKLIST

Item	Respondent Initials	AA/EEO Review
A. Non-Collusion Affidavit properly notarized		
B. Public Disclosure Statement		
C. Mandatory Affirmative Action Language		
D. Americans with Disabilities Act		
E. Affirmative Action Compliance Notice		
F. MWBE Questionnaire (2 copies)		
G. Form AA302 -- Employee Information Report		
H. Business Registration Certificate		
I. Qualification Statement		
J. Letter of Intent		
K. Price Proposal		
L. Certification of Compliance (Ord. 08-128)		
M. Original signature(s) on all required forms.		



**NON COLLUSION AFFIDAVIT**

STATE OF NEW JERSEY  
CITY OF JERSEY CITY ss:

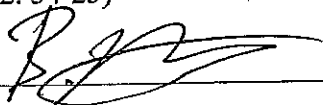
I certify that I am Partner

of the firm of Archer & Greiner, P.C.

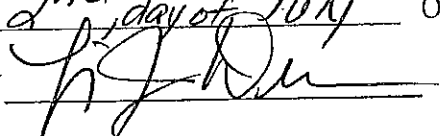
the bidder making the proposal for the above named project, and that I executed the said proposal with full authority so to do; that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the City of Jersey City relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by (N.J.S.A. 52: 34-25)

(Signature of respondent)



SUBSCRIBED AND SWORN TO  
BEFORE ME THIS DAY

2<sup>nd</sup> day of July OF 20 14  


(TYPE OR PRINT NAME OF  
AFFIANT UNDER SIGNATURE)

FIONA J. DUGAN  
NOTARY PUBLIC STATE OF NEW JERSEY  
My Commission Expires December 20, 2018

NOTARY PUBLIC OF  
MY COMMISSION EXPIRES: 20 \_\_\_\_\_

(NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED  
WITH THIS PROPOSAL).

### PUBLIC DISCLOSURE INFORMATION

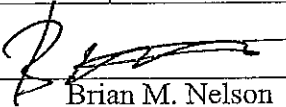
Chapter 33 of the Public Laws of 1977 provides that no Corporation or Partnership shall be awarded any State, City, Municipal or Schools District contracts for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or accompanying the bid of said corporation or partnership there is submitted a public disclosure information statement. The statement shall set forth the names and addresses of all stockholders in the corporation or partnership who own ten percent (10%) or more of its stock of any class, or of all individual partners in the partnership who own a ten percent (10%) or greater interest therein.

**PLEASE UTILIZE SEPARATE SHEET WITH HEADINGS IF NECESSARY**

#### STOCKHOLDERS:

Name	Address	% Owned
N/A		

SIGNATURE: \_\_\_\_\_

  
Brian M. Nelson

TITLE: \_\_\_\_\_

Partner

SUBSCRIBED

AND SWORN TO

BEFORE ME THIS DAY OF July 2, 2014

(TYPE OR PRINT NAME OF  
AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF

MY COMMISSION EXPIRES: 20 \_\_\_\_.

  
FIONA J. DUGAN  
NOTARY PUBLIC STATE OF NEW JERSEY  
My Commission Expires December 20, 2018

(NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED  
WITH THIS PROPOSAL).

(REVISED 4/13)

**EXHIBIT A**  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)**  
**N.J.A.C. 17:27**

**GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

## EXHIBIT A (Continuation)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.nj.us/treasury/contract-compliance](http://www.state.nj.us/treasury/contract-compliance))

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

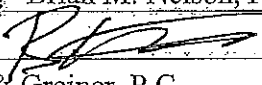
The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

EXHIBIT A  
N.J.S.A. 10:5-31 and N.J.A.C. 17:27  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
Goods, Professional Services and General Service Contracts  
(Mandatory Affirmative Action Language)

The undersigned vendor further agrees to furnish the required forms of evidence and

understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): Brian M. Nelson, Partner

Representative's Signature: 

Name of Company: Archer & Greiner, P.C.

Tel. No.: 732-268-8000

Date: 7/2/14



## State of New Jersey

CHRIS CHRISTIE  
*Governor*  
KIM GUADAGNO  
*Lt. Governor*

DEPARTMENT OF THE TREASURY  
DIVISION OF PURCHASE & PROPERTY  
CONTRACT COMPLIANCE AUDIT UNIT  
EEO MONITORING PROGRAM  
P.O. BOX 206  
TRENTON, NJ 08625-0206

ANDREW P. SIDAMON-ERISTOFF  
*State Treasurer*

### ISSUANCE OF CERTIFICATE OF EMPLOYEE INFORMATION REPORT

Enclosed is your Certificate of Employee information Report (hereinafter referred to as the "Certificate" and issued based on the Employee Information Report (AA-302) form completed by a representative of your company or firm. Immediately upon receipt, this certificate should be forwarded to the person in your company or firm responsible for ensuring equal employment opportunity and/or overseeing the company or firm's contracts with public agencies. Typically, this person may be your company or firm's Human Resources Manager, Equal Employment Opportunity Officer or Contract Administrator. If you do not know to whom the certificate should be forward, kindly forward it to the head of your company or firm. Copies of the certificate should also be distributed to all facilities of your company or firm who engage in bidding on public contracts in New Jersey and who use the same federal identification number and company name. The certificate should be retained in your records until the date it expires. This is very important since a request for a duplicate/replacement certificate will result in a \$75.00 fee.

On future successful bids on public contracts, your company or firm must present a photocopy of the certificate to the public agency awarding the contract after notification of the award but prior to execution of a goods and services or professional services contract. Failure to present the certificate within the time limits prescribed may result in the awarded contract being rescinded in accordance with N.J.A.C. 17:27-4.3b.

Please be advised that this certificate has been approved only for the time periods stated on the certificate. As early as ninety (90) days prior to its expiration, the Division will forward a renewal notification. Upon the Division's receipt of a properly completed renewal application and \$150.00 application fee, it will issue a renewal certificate. In addition, representatives from the Division may conduct periodic visits and/or request additional information to monitor and evaluate the continued equal employment opportunity compliance of your company or firm. Moreover, the Division may provide your company or firm with technical assistance, as required. Please be sure to notify the Division immediately if your company's federal identification number, name or address changes.

If you have any questions, please call (609) 292-5473 and a representative will be available to assist you.

Enclosure(s) (AA-01 Rev. 11/11)

Certification 11582

# CERTIFICATE OF EMPLOYEE INFORMATION REPORT

## RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of

15-JUL-2013

15-JUL-2016

ARCHER & GREYER P.C.  
ONE CENTENNIAL SQUARE  
HADDONFIELD NJ 08033



Andrew P. Stancor-Tenorio  
State Treasurer

APPENDIX A  
AMERICANS WITH DISABILITIES ACT OF 1990  
Equal Opportunity for Individuals with Disability

The contractor and the President \_\_\_\_\_ of Archer & Greiner (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during its performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print): Brian M. Nelson, Partner

Representative's Signature: \_\_\_\_\_

Name of Company: Archer & Greiner, P.C.

Tel. No.: 732-268-8000

Date: 7/2/97



**Minority/Woman Business Enterprise (MWBE)  
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : Archer & Greiner, P.C.  
Address : Riverview Plaza, 10 Highway 35, Red Bank, NJ 07701  
Telephone No. : 732-268-8000  
Contact Name : Brian M. Nelson, Partner

Please check applicable category :

<input type="checkbox"/> Minority Owned Business (MBE)	<input type="checkbox"/> Minority & Woman Owned Business (MWBE)
<input type="checkbox"/> Woman Owned business (WBE)	<input checked="" type="checkbox"/> Neither

**Definitions**

**Minority Business Enterprise**

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

**African American:** a person having origins in any of the black racial groups of Africa

**Hispanic:** a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

**Asian:** a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

**American Indian or Alaskan Native:** a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

**Woman Business Enterprise**

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.



**Minority/Woman Business Enterprise (MWBE)  
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name: Archer & Greiner, P.C.

Address: Riverview Plaza, 10 Highway 35, Red Bank, NJ 07701

Telephone No.: 732-268-8000

Contact Name: Brian M. Nelson, Partner

Please check applicable category:

☐ Minority Owned Business (MBE)      ☐ Minority & Woman Owned Business (MWBE)  
☐ Woman Owned business (WBE)      ☒ Neither

**Definitions**

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**American Indian or Alaskan Native:** a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

**Woman Business Enterprise**

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

**DIVISION OF PURCHASING COPY**

12/30/04

Taxpayer Identification# 222-092-948/000

Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.

If you have any questions, please call for more information from the toll-free number on our Registration Hotline at (800) 292-1230.

Wish you continued success in your business endeavors.

Sincerely,

*J. E. Tully*  
John E. Tully, CPA  
Director

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY  
DIVISION OF REVENUE  
PO BOX 252  
TRENTON, NJ 08646-0252

TAXPAYER NAME:

ARCHER & GREINER, A PROFESSIONAL CORPORATION

TRADE NAME:

ADDRESS:

1 CENTENNIAL SQUARE  
HADDONFIELD, NJ 08033

SEQUENCE NUMBER:

0066793

EFFECTIVE DATE:

12/12/75

ISSUANCE DATE:

12/30/04

FORM-BRC(08-01)

*J. E. Tully*  
Director  
This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY  
CITY CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128  
ADOPTED ON SEPTEMBER 3, 2008**

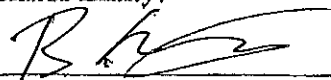
**PART I - Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Archer & Greiner, P.C. (name of business entity) has not made any reportable contributions in the \*\*one-year period preceding July 30, 2014 (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract Archer & Greiner, P.C. (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

**PART II - Signature and Attestation:**

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity:

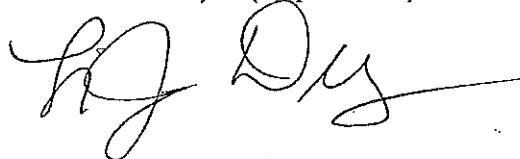
Signed  Title: Partner

Print Name Brian M. Nelson Date:

Subscribed and sworn before me  
this 2nd day of July, 2014.  
My Commission expires:

(Affiant)

(Print name & title of affiant) (Corporate Seal)



**FIONA J. DUGAN  
NOTARY PUBLIC STATE OF NEW JERSEY  
My Commission Expires December 20, 2018**

\*\*Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14.617

Agenda No. 10.Z.1

Approved: SEP 10 2014

TITLE:



## RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH GLUCK WALRATH, LLP. TO PROVIDE LEGAL COUNSEL (BOND COUNSEL) TO THE CITY OF JERSEY CITY

### COUNCIL

offered and moved

adoption of the following resolution:

**WHEREAS**, in order for the City of Jersey City, (the "City") to issue, sell, and deliver bonds, bond anticipation notes, school promissory notes, tax appeal, refunding notes, restructuring and other obligations of the City in the tax-exempt securities market, the City must retain bond counsel to provide legal services; and

**WHEREAS**, the City desires to retain qualified bond counsel in connection with the authorization, issuance, sale and delivery of said City obligations from time to time; and

**WHEREAS**, the City posted notice on its website of a Request for Qualifications (RFQ) for bond counsel services; and

**WHEREAS**, Gluck Walrath, LLP possess the qualifications and expertise to provide these professional legal services; and

**WHEREAS**, Gluck Walrath, LLP agreed to provide necessary legal services required to provide for the authorization, issuance, sale and delivery of the City obligations and related special counsel legal services in accordance with this resolution; and

**WHEREAS**, the agreement authorized is effective as of September 11, 2014 and shall end on July, 29, 2015 inclusive; and

**WHEREAS**, the total amount of the contract shall not exceed the sum of \$125,000; and

**WHEREAS**, funds in the amount of \$125,000 are available in Account No. 04-215 55-888-990; and

**WHEREAS**, these services qualify as professional services exempt from public bidding under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.; and

**WHEREAS**, this contract is awarded pursuant to the "fair and open" provisions of N.J.S.A. 19:44A-20.4 et seq. (the "Pay to Play" Law);

**WHEREAS**, Gluck Walrath, LLP has submitted its Certification of Compliance with the City's Contractor Pay-to-play Reform Ordinance adopted on September 3, 2008.

**NOW, THEREFORE, BE IT RESOLVED** by the Municipal Council of the City of Jersey City that:

1. The Mayor or Business Administrator is authorized to execute a professional services agreement, in substantially the form of the attached, with Gluck Walrath, LLP, for providing legal counsel in connection with the authorization, issuance, sale and delivery of City obligations from time to time for a contract term commencing on September 11, 2014 and ending on July 29, 2015 for a total contract amount not to exceed \$125,000.00 which is based on the following fee schedule:

TITLE:

- A. For services rendered with respect to permanent obligations the transactional fee shall be \$3,500 plus \$1.00 per \$1,000 of permanent obligations issued and with respect to temporary obligations, the transactional fee shall be \$0.50 per \$1,000 of temporary obligations with a minimum fee of \$2,500. Review of any Preliminary or Final Official Statement and review of any Local Finance Board application is included in such transactional fee.
- B. For services rendered in connection with the preparation of the Official Statement or Local Finance Board application an additional transactional fee not to exceed \$7,500 for preparation of the Official Statement and not to exceed \$3,000 for preparation of the Local Finance Board application shall be charged.
- C. Services rendered beyond the scope of those described above will be billed at the hourly rates for attorneys and paralegals set forth in the agreement attached hereto. These rates range from \$80.00 to \$325.00 per hour depending on the attorney or paralegal involved.
- D. In the event that services are provided that do not result in the issuance of permanent or temporary obligations, the fee to be charged shall be provided in C. above.

2. This contract is awarded as a professional services agreement under the Local Public Contracts Law, N.J.S.A. 40A:11-5(1)(a)(l).

3. This contract is awarded pursuant to the "fair and open" provisions of N.J.S.A. 19:44A-20.4 et seq. (the "Pay to Play" Law);

4. The Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance, attached hereto and incorporated herein by reference, shall be placed on file with this resolution.

5. The award of this contract shall be subject to the condition that Gluck Walrath, LLP, provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-1 et seq.;

6. Notice of this action shall be published in a newspaper of general circulation within the municipality as required by law within (10) days of this award.

I, Donna Mauer Donna Mauer, Chief Financial Officer certify that funds in the amount of \$125,000 are available in Account No. No. 04-215-55-888-990. PO# 114603

APPROVED: Donna Mauer, CFO

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]

Business Administrator

Corporation Counsel

Certification Required ☐Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											9.10.14	
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	
GAJEWSKI	✓			YUN	✓			RIVERA	✓			
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓			
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓			

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]  
 Rolando R. Lavarro, Jr., President of Council

[Signature]  
 Robert Byrne, City Clerk

**RESOLUTION FACT SHEET - CONTRACT AWARD**

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Ordinance/Resolution**

RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH GLUCK WALRATH, LLP. TO PROVIDE LEGAL COUNSEL (BOND COUNSEL) TO THE CITY OF JERSEY CITY

**Project Manager**

Department/Division	Administration	Management & Budget
Name/Title	Donna Mauer	CFO
Phone/email	201-547-5042	DonnaM@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Contract Purpose**

To retain qualified bond counsel to provide professional legal services in connection with the issuance of certain obligations and legal advice with respect to the Local Bond Law.

**Cost (Identify all sources and amounts)**

Capital Funds  
This contract is funded from the proceeds of bond/note sales

**Contract term (include all proposed renewals)**

September 11, 2014 – July 29, 2015

**Type of award**

Fair and Open - RFQ

If "Other Exception", enter type

**Additional Information**

I certify that all the facts presented herein are accurate.

  
Signature of Department Director

9/5/14  
Date

## AGREEMENT

AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2014 between the City of Jersey City, a Municipal Corporation of the State of New Jersey ("City") and Gluck Walrath, LLP. (hereinafter referred to as "Special Counsel").

WITNESSTH, that in consideration of the mutual covenants set forth, the City and Special Counsel agree as follows:

### ARTICLE I

#### Purpose of Agreement

The purpose of this Agreement is for Special Counsel to provide necessary legal services required to consummate the authorization, issuance, sale and delivery of City obligations.

### ARTICLE II

#### Scope of Services

1. Special Counsel is hereby retained as an independent contractor and shall perform for the City legal services in connection with the authorization, issuance, sale and delivery of City obligations including but not limited to bonds, bond anticipation notes, school promissory notes, tax appeal refunding notes, restructuring and other obligations of the City in the tax-exempt securities market.

2. This agreement shall be one year commencing on the date executed by City officials.

3. The scope of services to be performed shall not be materially different from, or more or less extensive, than those specified above unless such modifications are reduced in writing and signed by authorized representatives of the City and Special Counsel. Any modifications which increase the compensation of Special Counsel shall require the prior authorization of the governing body of the City.

### ARTICLE III

#### Billing Practices and Other Guideline Procedures

Disbursements should be charged only on the basis of the actual direct out-of-pocket costs to the Special Counsel and billed with sufficient detail to permit assessment of their compliance with the following guidelines: (i) in the case of photocopying, the per page charge not to exceed fifteen cents (\$.15) per page; (ii) in the case of facsimile transmittal, the per page charge not to exceed one dollar and fifty cents (\$1.50) per page; and (iii) charges for mileage and parking shall not be charged to the City.

The City expects that the Special Counsel will need to obtain the services of third-parties such as court reporters, investigators, consultants, experts, title companies, appraisers, messenger services, etc., in order to carry out their assignments and will contract with those service providers upon the approval of the City. With the exception of the court reporters, Special Counsel shall notify the City of their engagement of all third-party service providers and obtain authorization for those services from the City. Special

Counsel will pay all third-party service providers directly and will bill the City for those services and provide detailed disbursements in monthly invoices. This City will not accept separate invoices from service providers submitted directly to the City for payment.

If the Special Counsel receives discounts from messenger services, title agencies, investigators or other categories of service provider, those discounts must be passed on to the City and noted on each invoice.

The City does not agree to pay for the following disbursements unless specifically approved in advance for any specific matter by the City:

- word processing;
- secretaries' overtime, proofreading, placing or organizing documents in files;
- meals;
- first class air or rail travel, chauffeur driven limousines;
- hotel accommodations;
- charges for use of conference rooms or office space.

Should the services of one or more other persons with Special Counsel's firm be deemed necessary and approved, the City expects that an appropriate number of attorneys and paralegals at all practice levels will be available for assignment to its matters so that matters can be handled in the most efficient manner possible. Further, the City expects that tasks will be performed by the appropriate level attorney (partner or associates) or paralegal. If Special Counsel decides to staff tasks such as document indexing or preparing deposition summaries with associates rather than paralegals without the City's prior permission, the City agrees to pay only at the rate for paralegals.

The City reserves the right to discuss with its outside counsel and approve the particular attorneys who will be assigned to work on each matter. The City also reserves the right to request the removal of any attorney from the City's assignments for any reason.

The City does not agree to pay for excessive in-office consultations between attorneys or attorneys and paralegals, or for administrative meetings with associates and paralegals.

The City does not agree to pay for time spent educating lawyers as a result of the transfer or work between attorneys within the law firm unless approved by the City in advance. A complete or substantially complete transfer of work from an attorney having significant responsibility on a matter to another attorney or attorneys must be approved by the City.

The City does not agree to pay for more than one attorney's attendance at meetings, depositions, conferences or hearings unless the City authorizes such attendance in advance.



ARTICLE IV  
Compensation and Payment

1. The total fee payable to Special Counsel for the entire term of this Agreement shall not exceed \$125,000.00, including expenses. This amount is based on the following fee schedule:

- A. For services rendered with respect to permanent obligations the transactional fee shall be \$3,500 plus \$1.00 per \$1,000 of permanent obligations issued and with respect to temporary obligations, the transactional fee shall be \$0.50 per \$1,000 of temporary obligations with a minimum fee of \$2,500. Review of any Preliminary or Final Official Statement and review of any Local Finance Board application is included in such transactional fee.
- B. For services rendered in connection with the preparation of the Official Statement or Local Finance Board application an additional transactional fee not to exceed \$7,500 for preparation of the Official Statement and not to exceed \$3,000 for preparation of the Local Finance Board application shall be charged.
- C. Services rendered beyond the scope of those described above will be billed at the hourly rates for attorneys and paralegals set forth below. These rates range from \$80.00 to \$325.00 per hour depending on the attorney or paralegal involved.

	<u>Hourly Rate</u>
Legal Assistant	\$185.00
Legal Assistant	\$ 80.00
Attorney	\$200.00
Attorney	\$325.00 (tax advice only).
Attorney	\$200.00
Attorney	\$200.00
Attorney	\$200.00

- D. In the event that services are provided that do not result in the issuance of permanent or temporary obligations, the fee to be charged shall be provided in C. above.

ARTICLE V  
Insurance

1. Special Counsel shall purchase and maintain the following insurance during the term of this Agreement:

- A. Comprehensive General Liability: including Premises Operations, and Products Completed Operations - covering as insured the Special Counsel with not less than One Million (\$1,000,000) Dollars combined single limit for Bodily Injury and Property

Damage Liability. The City of Jersey City, its agents, servants shall be named as additional named insured.

B. Workmen's Compensation Insurance: benefit securing compensation for the benefit of the employees of the Special Counsel in the sum of One Hundred Thousand (\$100,000) Dollars (Statutory).

C. Professional Liability Insurance: covering as insured the Special Counsel with not less than ONE MILLION DOLLARS (\$1,000,000) Limit of Liability. Said policy shall include an endorsement whereby the Special Counsel indemnifies and holds harmless the CITY, its respective employees from all claims against any of them for personal injury or death or property damage arising solely out of the negligent performance of professional service or caused by error, omission, or negligent act of the Special Counsel or any one employed by the Special Counsel. This policy must be written on an "Occurrence" form. A "Claims Made" form is unacceptable.

2. The Special Counsel agrees to procure and maintain insurance of the kinds and in the amounts herein above provided by insurance companies authorized to do business in the State of New Jersey, as rated in the Best Key Rating Guide for Property and Casualty covering all operations under this Contract.

Before commencing the work, the Special Counsel shall furnish the City certificates of such insurance upon execution of this Contract.

3. The insurance policies described in this Article shall be kept in force for a period specified below.

A. Comprehensive General Liability, Automobile Liability Coverage, and Workmen's Compensation Insurance, shall be kept in force until submission of the Special Counsel's final invoice.

#### ARTICLE VI Termination

The City reserves the right to terminate this Agreement at any time at its convenience, in which event Special Counsel shall be paid for services due up to the date of termination. Thereafter, this Agreement shall be considered null and void with no further rights or obligations emanating therefrom.

#### ARTICLE VII Entire Agreement

This Agreement constitutes the entire agreement between City and Special Counsel. It supersedes all prior or contemporaneous communications, representations of agreement, whether oral or written with respect to the subject matter thereof and has been induced by no representations, statements or agreements other than those herein expressed. No agreement hereafter made between the parties shall be binding on either

party unless reduced to writing and signed by an authorized officer of the party sought to be bound thereby.

#### ARTICLE VIII Assignment

Special Counsel shall make no assignment or transfer of this Agreement or assign or transfer any part of the work under this Agreement.

#### ARTICLE IX Choice of Law

This Agreement shall be deemed to have been made, executed and delivered in the State of New Jersey. The terms and conditions of this agreement shall be constructed in accordance with the laws of the State of New Jersey.

#### ARTICLE X Modification

The parties hereto reserve the right subject to mutual assent, to modify the terms and conditions as herein contained, as necessary and as evidenced by a written formal executed Addendum to the agreement.

#### ARTICLE XI Counter-parts

This Agreement shall be executed in four counter-parts, each of which shall be deemed to be an original and such counter-parts shall constitute one and the same document.

#### ARTICLE XII Paragraph Headings

The paragraph headings in this Agreement are for convenience only; they form no part of this agreement and shall not affect its interpretation.

ARTICLE XIII  
Severability

If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, such determination shall not affect or impair any other provision of this agreement.

ARTICLE XIV  
Indulgences

Neither the failure nor any delay on the part of any party hereto to exercise any right, remedy, power or privilege (collectively "rights") under this agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right preclude any other or further exercise of the same or any other right, or, with respect to any occurrence be construed as a waiver of such right with respect to any other occurrence.

ARTICLE XV  
Compliance with Equal Employment  
Opportunity/Affirmative Action Plan

(A) If the Agreement exceeds \$36,000.00, it shall also be subject to the provisions of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq. ( Equal Employment Opportunity and Affirmative Action provisions).

(B) This Agreement shall not become effective and Special Counsel shall provide no services under this Agreement until it has complied with the Equal Employment Opportunity and Affirmative Action provisions. The Mandatory Equal Employment Opportunity/Affirmative Action Language, Exhibit A summarizes the full, required regulatory text (Exhibit A and additional EEO/AA mandatory languages and forms are attached hereto and incorporated herein).

(C) Special Counsel shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

1) A photo copy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action programs (good for one year from the date of the letter); or

2) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4; or

3) A photocopy of an Employee Information Report (Form AA 302) provided by the Division and distributed to the public agency to be completed by the contractor, in accordance with N.J.A.C. 17:27-4

## ARTICLE XVI

### Notice

All notices, requests, demands or other communications hereunder shall be in writing and shall be deemed to be duly given if delivered to:

City of Jersey City  
Business Administrator  
280 Grove Street  
Jersey City, New Jersey 07302

Gluck Walrath LLP  
428 River View Plaza  
Trenton, New Jersey 08611\_

## ARTICLE XVII

### New Jersey Business Registration Requirements

The Special Counsel shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor.

Before final payment on the contract is made by the contracting agency, the Special Counsel shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, Special Counsel and each of its affiliates and a subcontractor and each of its affiliates (N.J.S.A. 52:32-44(g)(3)) shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L. 2001, c. 134 (C.52:32-44 et seq.) or subsection e. or f. of section 92 of P.L. 1977, c. 110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

## ARTICLE XVIII

### City of Jersey City Contractor Pay-to-Play Reform Ordinance

This contract was awarded in accordance with the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 23, 2008. As such the undersigned does hereby attest that Contractor, its subsidiaries, assigns or principals have neither made a reportable contribution in the one year period preceding the date that the City Council awards the contract (contributions made prior to September 23, 2008 are exempt) that would be deemed to be a violation of Ordinance 08-128, nor will Contractor,

its subsidiaries, assigns or principals make a reportable contribution during the term of the contract that would be in violation of Ordinance 08-128.

IN WITNESS WHEREOF, the parties hereto have duly executed this agreement on the date set forth above.

ATTEST:

CITY OF JERSEY CITY

\_\_\_\_\_  
ROBERT BYRNE  
City Clerk

\_\_\_\_\_  
ROBERT KAKOLESKI  
Business Administrator

ATTEST:

GLUCK WALRATH, LLP

\_\_\_\_\_

\_\_\_\_\_

# REQUIRED ADMINISTRATIVE FORMS

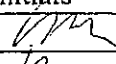
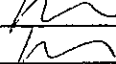
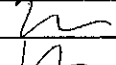
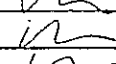
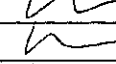
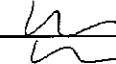
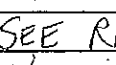
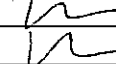
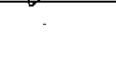



Please place the checklist and the required forms which follow at the front of your packet to facilitate the review of your submission.

## CITY OF JERSEY CITY

PROJECT: Bond Counsel Legal Services

RESPONDENT: GluckWalrath LLP

## RESPONDENT'S CHECKLIST

Item	Respondent Initials	AA/EEO Review
A. Non-Collusion Affidavit properly notarized		
B. Public Disclosure Statement		
C. Mandatory Affirmative Action Language		
D. Americans with Disabilities Act		
E. Affirmative Action Compliance Notice		
F. MWBE Questionnaire (2 copies)		
G. Form AA302 – Employee Information Report		
H. Business Registration Certificate		
I. Qualification Statement		
J. Letter of Intent		
K. Price Proposal	SEE RFQ	
L. Certification of Compliance (Ord. 08-128)		
I. Original signature(s) on all required forms.		

# NON COLLUSION AFFIDAVIT

STATE OF NEW JERSEY  
CITY OF JERSEY CITY ss:

I certify that I am Christopher Walrath, Managing Partner

of the firm of GluckWalrath LLP

the bidder making the proposal for the above named project, and that I executed the said proposal with full authority so to do; that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the City of Jersey City relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by (N.J.S.A. 53: 34-25)

(Signature of respondent)

SUBSCRIBED AND SWORN TO  
BEFORE ME THIS DAY July 3, OF 2014

(TYPE OR PRINT NAME OF  
AFFIANT UNDER SIGNATURE)

Christopher Walrath, Managing Partner

NOTARY PUBLIC OF  
MY COMMISSION EXPIRES: 2019

(NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED  
WITH THIS PROPOSAL).

CHARLENE M. HURLEY  
Notary Public State of New Jersey  
My Commission Expires

April 9, 2019



# PUBLIC DISCLOSURE INFORMATION

Chapter 33 of the Public Laws of 1977 provides that no Corporation or Partnership shall be awarded any State, City, Municipal or Schools District contracts for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or accompanying the bid of said corporation or partnership there is submitted a public disclosure information statement. The statement shall set forth the names and addresses of all stockholders in the corporation or partnership who own ten percent (10%) or more of its stock of any class, or of all individual partners in the partnership who own a ten percent (10%) or greater interest therein.

**PLEASE UTILITIZE SEPARATE SHEET WITH HEADINGS IF NECESSARY**

## STOCKHOLDERS:

Name	Address	% Owned
James G. Fearon	24 Westminster Drive Princeton Jct., NJ 08550	15.142%
Michael H. Gluck	74 Burd Road Pennington, NJ 08534	40.214%
Christopher M. Walrath	218 Washington Lane Locust, NJ 07760	40.214%

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

Managing Partner

SUBSCRIBED

AND SWORN TO

BEFORE ME THIS DAY OF  
(TYPE OR PRINT NAME OF  
AFFIANT UNDER SIGNATURE)

July 3

, 2014

NOTARY PUBLIC OF  
MY COMMISSION EXPIRES: 20

CHARLENE M. HURLEY  
Notary Public State of New Jersey  
My Commission Expires

August 19, 2014

(NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED  
WITH THIS PROPOSAL).

**EQUAL EMPLOYMENT OPPORTUNITY (EEO)/  
AFFIRMATIVE ACTION (AA) REQUIREMENTS**  
**FOR GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

Questions in reference to EEO/AA requirements for Goods,  
Professional Service and General Service Contracts should be  
directed to:

Jeana F. Abuan  
EEO/AA Officer, P.A.C.O.  
Department of Administration  
Office of EEO/AA  
280 Grove Street Room-103  
Jersey City NJ 07302  
Tel. # 201-547-4533  
Fax# 201-547-5088  
E-Mail Address: [abuanj@jcnj.org](mailto:abuanj@jcnj.org)

(REVISED 4/13)

**EXHIBIT A**  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)**  
**N.J.A.C. 17:27**

**GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

# EXHIBIT A (Continuation)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

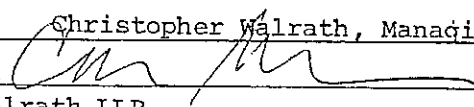
The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

## EXHIBIT A N.J.S.A. 10:5-31 and N.J.A.C. 17:27 MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE Goods, Professional Services and General Service Contracts (Mandatory Affirmative Action Language)

The undersigned vendor further agrees to furnish the required forms of evidence and

understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): Christopher Walrath, Managing Partner

Representative's Signature: 

Name of Company: GluckWalrath LLP

Tel. No.: 609-278-1900

Date: July 3, 2014

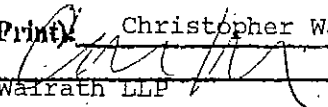
**APPENDIX A**  
**AMERICANS WITH DISABILITIES ACT OF 1990**  
**Equal Opportunity for Individuals with Disability**

The contractor and the Firm                      of GluckWalrath, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature, arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print: Christopher Walrath, Managing Partner  
 Representative's Signature:   
 Name of Company: GluckWalrath LLP  
 Tel. No.: 732-530-8822 Date: July 3, 2014

# **Minority/Woman Business Enterprise (MWBE) Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : GluckWalrath LLP

Address : 11 Wharf Avenue, Suite 4, Red Bank, NJ 07701

Telephone No.: 732-530-8822

Contact Name : Christopher Walrath, Managing Partner

Please check applicable category :

☐ Minority Owned Business (MBE)      ☐ Minority & Woman Owned Business (MWBE)

☐ Woman Owned business (WBE)      ☒ Neither

## **Definitions**

### **Minority Business Enterprise**

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

**African American:** a person having origins in any of the black racial groups of Africa

**Hispanic:** a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

**Asian:** a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

**American Indian or Alaskan Native:** a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

### **Woman Business Enterprise**

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

**OFFICE OF EQUAL OPPORTUNITY COPY**

# Minority/Woman Business Enterprise (MWBE) Questionnaire for Bidders

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name: GluckWalrath LLP

Address: 11 Wharf Avenue, Suite 4, Red Bank, NJ 07701

Telephone No. : 732-530-8822

Contact Name: Christopher Walrath, Managing Partner

Please check applicable category:

☐ Minority Owned Business (MBE)

☐ Minority & Woman Owned Business (MWBE)

☐ Woman Owned business (WBE)

☒ Neither

## Definitions

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**American Indian or Alaskan Native:** a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

### Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

DIVISION OF PURCHASING COPY

Certification

33540

# **CERTIFICATE OF EMPLOYEE INFORMATION REPORT**

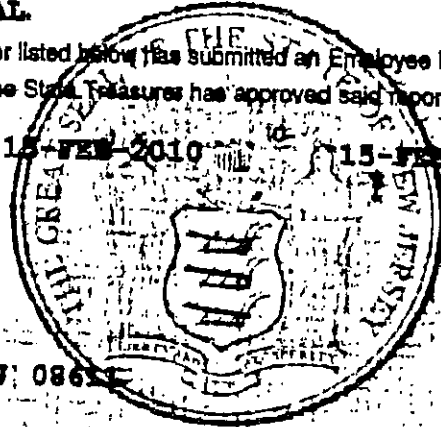
## **RENEWAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of:

15-FEB-2010 to 15-FEB-2017

**GLUCKWALRATH LLP**  
**428 RIVER VIEW PLAZA**  
**TRENTON**

**NJ: 08611**



*[Signature]*

**Andrew P. Sidamon-Eristoff**  
**State Treasurer**



STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/  
DIVISION OF REVENUE  
PO BOX 242  
TRENTON, NJ 08646-0252

TAXPAYER NAME:  
GLUCK WALRATH LLP

TAXPAYER IDENTIFICATION#:

ADDRESS:  
428 RIVERVIEW PLAZA  
TRENTON NJ 08611

EFFECTIVE DATE:  
12/18/02

FORM-BRC(08-01)

TRADE NAME:

SEQUENCE NUMBER:

1064535

ISSUANCE DATE:

09/08/04

*J.P. S. Tully*  
Acting Director

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14. 618

Agenda No. 10. z. 2

Approved: SEP 10 2014

TITLE:



**RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY  
AUTHORIZING ACCEPTANCE AND EXECUTION OF HUD ENTITLEMENT GRANTS FOR  
CDBG, ESG, HOPWA AND HOME AND AUTHORIZING PROGRAM CONTRACTS  
UNDER THE HUD ENTITLEMENT PROGRAMS FOR PROGRAM YEAR APRIL 1, 2014  
THROUGH MARCH 31, 2015**

COUNCIL  
following resolution:

offered and moved adoption of the

**WHEREAS**, the United States Department of Housing and Urban Development (HUD) has awarded the City of Jersey City \$5,295,945 in Community Development Block Grant (CDBG) funds, \$442,759 in Emergency Solutions Grant (ESG) funds, \$2,566,461 in Housing Opportunities for Persons With AIDS (HOPWA) funds and \$1,400,180 in HOME Investment Partnerships Program (HOME) funds for Fiscal Year 2014; and

**WHEREAS**, the City of Jersey City has developed a One (1) Year Annual Action Plan consistent with the City's needs and federal regulations; and

**WHEREAS**, the U.S. Department of Housing and Urban Development (HUD) has approved the City's FY2014 Annual Action Plan; and

**WHEREAS**, most of the activities proposed in the City's application require the use of agencies and subgrantees; and

**WHEREAS**, the attached entities are eligible under 24 CFR Part 570, 24 CFR Part 92, 24 CFR Part 574 and 24 CFR Part 576; and

**WHEREAS**, the City of Jersey City has complied with all program requirements and will continue to administer the Community Development Block Grant (CDBG), Emergency Solutions Grant (ESG), Housing Opportunities for Persons With AIDS (HOPWA) and HOME Investment Partnerships Program (HOME) in compliance with such requirements; and

**WHEREAS**, 24 CFR85; 570.1; 570.204(c); 570.3; (c); 570.500; 570.501-503 requires all subrecipients to be named in the application for approval by HUD; and

**WHEREAS**, a copy of the Subgrantee Agreements memorializing these contracts will be on file at the Office of the City Clerk; and

**WHEREAS**, these agreements are exempt from public bid according to N.J.S.A. 40A:11-5.

**NOW, THEREFORE, BE IT RESOLVED** by the Municipal Council of the City of Jersey City that:

1. The Mayor and/or Business Administrator is hereby authorized to accept and execute HUD Entitlement Grant Agreements and to execute Subgrantee Agreements with subgrantees identified on the attached list, under the year 2014 HUD entitlement program and to execute amendments and modifications to the agreements as deemed necessary by the Division of Community Development (DCD) during the fiscal year.

TITLE:

**RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY  
AUTHORIZING ACCEPTANCE AND EXECUTION OF HUD ENTITLEMENT GRANTS FOR  
CDBG, ESG, HOPWA AND HOME AND AUTHORIZING PROGRAM CONTRACTS  
UNDER THE HUD ENTITLEMENT PROGRAMS FOR PROGRAM YEAR APRIL 1, 2014  
THROUGH MARCH 31, 2015**

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2. Subject to review and approval by Corporation Counsel, the Mayor or Business Administrator is hereby authorized to execute mortgages, notes, affordable housing development agreements, in substantially the form attached, and such other documents deemed necessary to secure loans and grants made under the City's HUD entitlement grants. The terms and conditions of the aforementioned documents may be negotiated by the Division of Community Development and shall be in accordance with all laws, rules and regulations applicable to the program.

I, Donna Mauer Donna Mauer, Chief Financial Officer hereby  
certify that there are sufficient funds available for the payment of this  
resolution in the accounts listed on the pages attached.

City Clerk File No. 10-z.2Agenda No. SEP 10 2014

TITLE:

**CDBG PUBLIC SERVICE  
2014 GRANT YEAR**

CONTRACTOR	AMOUNT	ACCOUNT NO.	P.O. NUMBER
ASPIRA Inc. of New Jersey	\$ 17,005.	56-200-56-851-914	114630
Big Brothers Big Sisters of Essex, Hudson and Union Counties	\$ 53,444.	56-200-56-851-829	114631
Boys & Girls Clubs of H.C. (Heights Outreach)	\$ 10,689.	56-200-56-851-865	114632
Boys & Girls Clubs of H.C. (Youth Achievement)	\$ 11,661.	56-200-56-851-906	114633
C-Line Community Outreach Services, Inc.	\$ 17,491.	56-200-56-851-974	114634
Concordia Learning Ctr. - St. Joseph's School for the Blind	\$ 14,090.	56-200-56-851-835	114635
Educational Arts Team, Inc.	\$ 17,005.	56-200-56-851-978	114636
Girl Scouts Heart of New Jersey	\$ 17,491.	56-200-56-851-629	114637
Grace Van Vorst Community Services	\$ 21,378.	56-200-56-851-816	114638
Greenville Westside Babe Ruth, Inc.	\$ 11,806.	56-200-56-851-876	114639
H.C. Court Appointed Special Advocates (CASA)	\$ 48,586.	56-200-56-851-878	114640
JC Connections d/b/a Hudson Pride Connections (SAGE)	\$ 4,859.	56-200-56-851-850	114641
JC Connections d/b/a Hudson Pride Connections (Youth Connect)	\$ 6,996.	56-200-56-851-850	114642
Jackie Robinson Little League	\$ 11,175.	56-200-56-851-611	114643
J.C. Dept. of Recreation	\$ 97,172.	56-200-56-851-922	114644
J.C. Employment and Training Commission	\$ 75,794.	56-200-56-851-513	114645
Kennedy Dancers, Inc. (Inner City Youth)	\$ 9,231.	56-200-56-851-965	114646
Kennedy Dancers, Inc. (Senior Citizens)	\$ 6,802.	56-200-56-851-633	114647
Kidz 1 <sup>st</sup> , Inc.	\$ 8,065.	56-200-56-851-510	114648
Lincoln Park Little League	\$ 13,118.	56-200-56-851-886	114649
Nimbus Dance Works	\$ 4,859.	56-200-56-851-630	114650
PAN American Concerned Citizens Action League	\$ 9,231.	56-200-56-851-815	114651
Pershing Field Babe Ruth League, Inc.	\$ 11,175.	56-200-56-851-610	114652
Philippine Community Center Foundation of NJ	\$ 13,604.	56-200-56-851-851	114662
Roberto Clemente Little League	\$ 13,118.	56-200-56-851-881	114653
Salvation Army (Adult Rehabilitation Center)	\$ 7,288.	56-200-56-851-512	114654
Starting Points	\$ 19,434.	56-200-56-851-996	114655
Team Walker	\$ 9,717.	56-200-56-851-840	114656
Urban League of Hudson County (General Social Services)	\$ 13,604.	56-200-56-851-925	114657
Urban League of Hudson County (Power Up)	\$ 4,859.	56-200-56-851-923	114658
Visiting Homemaker Service of H.C. (Families At Risk)	\$ 7,288.	56-200-56-851-514	114659
Visiting Homemaker Service of H.C. (Inside and Out Fatherhood)	\$ 7,774.	56-200-56-851-902	114660
Washington Park Little League	\$ 11,806.	56-200-56-851-993	114661
WomenRising, Inc. (Domestic Violence)	\$ 27,208.	56-200-56-851-911	114663
WomenRising, Inc. (Strong Foundations)	\$ 31,872.	56-200-56-851-924	114664
York Street Project - The Kenmare HS (Job Readiness Svc.)	\$ 7,288.	56-200-56-851-813	114665
Youth Music Group	\$ 6,802.	56-200-56-851-614	114677
Youth Summer Programs	\$ 113,607.	56-200-56-851-519	N/A

City Clerk File No. **10.Z.2**Agenda No. **SEP 10 2014**

TITLE:

**CDBG REHAB  
2014 GRANT YEAR**

CONTRACTOR	AMOUNT	ACCOUNT NO.	P.O. NUMBER
Catholic Charities Archdiocese of Newark – 249 Virginia Ave/	\$ 132,800	56-200-56-851-742	114666
Concordia Learning Center @ St. Joseph's School for the Blind – 761 Summit Ave	\$ 80,600	56-200-56-851-835	114667
Grace Van Vorst Community Services – 39 Erie St	\$ 131,193	56-200-56-851-816	114668
Hudson Community Enterprises – 68-70 Tuers Ave	\$ 120,974	56-200-56-851-961	114669
J.C. Division of Community Development (HOP)	\$ 350,000.	56-200-56-851-930	114670
J.C. Division of Community Development (Relocation Assistance)	\$ 75,000.	56-200-56-851-935	114671
J.C. Dept. of Public Works (Curb Ramps)	\$ 256,297	56-200-56-851-622	114672
J.C. Redevelopment Agency (JCRA) – Berry Lane Park	\$1,000,000	56-200-56-851-927	114673
J.C. Redevelopment Agency (JCRA) – 663 & 665 Ocean Ave	\$ 650,000.	56-200-56-851-926	114674
Rebuilding Together J.C. Inc. (Citywide)	\$ 45,000.	56-200-56-851-872	114675
St. Paul's Center of Caring – 440-448 Hoboken Ave.	\$ 82,000.	56-200-56-851-621	114676

**HOME  
2014 GRANT YEAR**

CONTRACTOR	AMOUNT	ACCOUNT NO.	P.O. NUMBER
Administration	\$ 140,018.	36-200-56-906-101	ADMIN
28 Liberty Manor Development, LLC - 2 8 Bright St.	\$79,101*	36-200-56-906-589	114673
Garden State Episcopal CDC – 474 / 480 Ocean Ave	\$ 605,426.	36-200-56-906-601	114678
Garden State Episcopal CDC – (Scattered Sites – 07305/07306/07304)	\$ 575,635.	36-200-56-906-604	114679

\*\$340,899 in Reprogrammed Funds will be used to cover a portion of costs for Liberty Manor

**HOPWA  
2014 GRANT YEAR**

CONTRACTOR	AMOUNT	ACCOUNT NO.	P.O. NUMBER
Administration	\$ 77,226.	37-200-56-908-101	ADMIN
Catholic Charities Archdiocese of Newark – Canaan House	\$ 96,159.	37-200-56-908-542	114680
Catholic Charities Archdiocese of Newark – Franciska Residence	\$ 273,084.	37-200-56-908-980	114682
Garden State Episcopal Community Dev. Corp. – Hudson CASA	\$ 85,338.	37-200-56-908-984	114683
Garden State Episcopal Community Dev. Corp. – Corpus Christi	\$ 268,370.	37-200-56-908-588	114685
H.C. Housing Resource Center - TBRA	\$1,014,274.	37-200-56-908-589	114687
Let's Celebrate, Inc. – Rent Subsidy	\$ 525,651	37-200-56-908-983	114688
Let's Celebrate, Inc. – (STRMU)	\$ 226,359.	37-200-56-908-979	114689

TITLE:

**EMERGENCY SOLUTIONS GRANT  
2014 GRANT YEAR**

CONTRACTOR	AMOUNT	ACCOUNT NO.	P.O. NUMBER
Catholic Charities Archdiocese Newark - Hope House	\$ 67,175.	49-200-56-902-920	114681
Catholic Charities Archdiocese Newark - St. Lucy's Shelter	\$ 173,482.	49-200-56-902-742	114684
Covenant House (Outreach)	\$ 25,000.	49-200-56-902-547	114686
Garden State Episcopal CDC - Hudson CASA (HPRP)	\$ 177,102.	49-200-56-902-546	114690

**ECONOMIC DEVELOPMENT  
2014 GRANT YEAR**

CONTRACTOR	AMOUNT	ACCOUNT NO.	P.O. NUMBER
Hudson Community Enterprises, Inc.	\$ 98,000.	56-200-56-851-961	114691
Rising Tide Capital, Inc.	\$ 220,500.	56-200-56-851-631	114692

**ADMINISTRATION  
2014 GRANT YEAR**

CONTRACTOR	AMOUNT	ACCOUNT NO.	P.O. NUMBER
J.C. Division of Community Development (DCD)	\$ 987,189.	56-200-56-851-918	ADMIN
J.C. Dept. of HEDC / Housing Code Enforcement (HCE)	\$ 72,000.	56-200-56-851-529	ADMIN

APPROVED: APPROVED: 

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐Not Required ☐

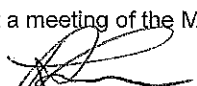

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9. 10. 14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

  
Rolando R. Lavarro, Jr., President of Council  
Robert Byrne, City Clerk

**RESOLUTION FACT SHEET - CONTRACT AWARD**

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Ordinance/Resolution**

RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING ACCEPTANCE AND EXECUTION OF HUD ENTITLEMENT GRANTS FOR CDBG, ESG, HOPWA AND HOME AND AUTHORIZING PROGRAM CONTRACTS UNDER THE HUD ENTITLEMENT PROGRAMS FOR PROGRAM YEAR APRIL 1, 2014 THROUGH MARCH 31, 2015

**Project Manager**

Department/Division	HEDC	COMMUNITY DEVELOPMENT
Name/Title	RODNEY HAIRSTON	REAL ESTATE OFFICER
Phone/Email	x4793	HairstonR@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Contract Purpose**

FY2014 HUD Entitlement Grant application for City of Jersey City

Funding assists agencies and subgrantees to implement various projects/social services for Jersey City residents.

**Cost (Identify all sources and amounts)**

HUD Entitlement Funds

**Contract term (include all proposed renewals)**

April 1, 2014 – March 31, 2015

**Type of award**

Grant Award

If "Other Exception", enter type

**Additional Information**

CDBG Entitlement Funds:	\$5,295,945.
HOME Entitlement Funds:	\$1,400,180.
HOPWA Entitlement Funds:	\$2,566,461.
ESG Entitlement Funds:	\$ 442,759.

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

9/4/14